

State: Arkansas**Filing Company:** Wesco Insurance Company**TOI/Sub-TOI:** H21 Health - Other/H21.000 Health - Other**Product Name:** Single Case Association Filing - NW**Project Name/Number:** NW Single-Case LB Association Filing/AH990017 - NW

Filing at a Glance

Company: Wesco Insurance Company
Product Name: Single Case Association Filing - NW
State: Arkansas
TOI: H21 Health - Other
Sub-TOI: H21.000 Health - Other
Filing Type: Form
Date Submitted: 10/10/2012
SERFF Tr Num: UNKP-128721901
SERFF Status: Closed-Approved-Closed
State Tr Num:
State Status: Approved-Closed
Co Tr Num: AH990017 NW

Implementation: On Approval
Date Requested:
Author(s): Susan Coulter
Reviewer(s): Rosalind Minor (primary)
Disposition Date: 10/26/2012
Disposition Status: Approved-Closed
Implementation Date:

State Filing Description:

State:	Arkansas	Filing Company:	Wesco Insurance Company
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other		
Product Name:	Single Case Association Filing - NW		
Project Name/Number:	NW Single-Case LB Association Filing/AH990017 - NW		

General Information

Project Name: NW Single-Case LB Association Filing
Project Number: AH990017 - NW
Requested Filing Mode: Review & Approval
Explanation for Combination/Other:
Submission Type: New Submission
Group Market Type: Association
Filing Status Changed: 10/26/2012
State Status Changed: 10/26/2012
Created By: Susan Coulter
Corresponding Filing Tracking Number: UNKP-128614623

Status of Filing in Domicile:
Date Approved in Domicile:
Domicile Status Comments:
Market Type: Group
Group Market Size: Small and Large
Overall Rate Impact:

Deemer Date:
Submitted By: Susan Coulter

PPACA: Not PPACA-Related

PPACA Notes: null

Include Exchange Intentions: No

Filing Description:

On 8/7/12 the Department approved policy form AH990017 LB and related forms SERFF Tracking No. UNKP-128614623 for use in your state. The Company has recently issued a policy to the NCE association that have members in your state. This association is situated in Delaware. Accordingly, the Company would like to issue the approved certificate of coverage (WIC-AH-AD-CERT NCE AR) to members of this association residing in your state. In accordance with your requirements we are submitting to you the articles of incorporation and by-laws for this association for your review and approval. The Company would also like approval of this association for use with other products as they are approved by the Department.

NationalWay (NW) – Situated in Texas and founded in 1996 as the Nationwide Benefits Association, this association "...is organized for charitable, religious, educational or scientific purposes including (a) the fostering and promoting of education and research concerning the advantages and availability of suitable lifestyle, consumer, health related, non-health related and other assistive, protective, and other benefit and service programs as allowed by law; (b) collection and dissemination of statistics and other relevant and reliable information, facts and data concerning the stated benefits, issues and other related mailers; (c) the location and determination of suitable and appropriate benefits of the nature of lifestyle, consumer, health related and non-health related and other related products and services needed and desired by members at efficient and reasonable costs; and (d) the providing of emails, internet websites, media, newsletters, conferences, meetings, seminars, forums and other means of effective communication to members and others concerning the purposes of the corporation."

We trust you will find the association acceptable. Please do not hesitate to contact us at wendy@coulter-and-associates.com or by phone at (609) 443-7540 should you have any questions.

Company and Contact

Filing Contact Information

Susan Coulter,	susan@coulter-and-associates.com
379 Princeton-Hightstown Road,	609-443-4140 [Phone]
Suite 15	
Cranbury, NJ 08512	

State: Arkansas
TOI/Sub-TOI: H21 Health - Other/H21.000 Health - Other
Product Name: Single Case Association Filing - NW
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Filing Company Information

Wesco Insurance Company	CoCode: 25011	State of Domicile: Delaware
59 Maiden Ln, 6th Fl	Group Code: 2538	Company Type: Property &
New York, NY 10038	Group Name: AmTrust Financial	Casualty
(212) 220-7120 ext. [Phone]	Group	State ID Number:
	FEIN Number: 85-0165753	

Filing Fees

Fee Required? Yes
Fee Amount: \$50.00
Retaliatory? Yes
Fee Explanation: \$50.00/form - 1 form @ \$50.00 = \$50.00
Per Company: No

Company	Amount	Date Processed	Transaction #
Wesco Insurance Company	\$50.00	10/10/2012	63648175

SERFF Tracking #:	UNKP-128721901	State Tracking #:		Company Tracking #:	AH990017 NW
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	10/26/2012	10/26/2012

Objection Letters and Response Letters

Objection Letters

Status	Created By	Created On	Date Submitted
Pending Industry Response	Rosalind Minor	10/12/2012	10/12/2012

Response Letters

Responded By	Created On	Date Submitted
Susan Coulter	10/24/2012	10/24/2012

SERFF Tracking #:	UNKP-128721901	State Tracking #:		Company Tracking #:	AH990017 NW
State:	Arkansas	Filing Company:	Wesco Insurance Company		
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Disposition

Disposition Date: 10/26/2012

Implementation Date:

Status: Approved-Closed

HHS Status: Not Reported

State Review: Reviewed-No Actuary

Comment:

Rate data does NOT apply to filing.

Schedule	Schedule Item	Schedule Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Health - Actuarial Justification	Approved-Closed	Yes
Supporting Document	Outline of Coverage	Approved-Closed	Yes
Supporting Document	PPACA Uniform Compliance Summary	Approved-Closed	Yes
Supporting Document	Approved Policy for NW	Approved-Closed	Yes
Supporting Document	NW Governance Documents	Approved-Closed	Yes
Form (revised)	Limited Benefits Certificate	Approved-Closed	Yes
Form	Limited Benefits Certificate	Replaced	Yes

State:	Arkansas	Filing Company:	Wesco Insurance Company
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other		
Product Name:	Single Case Association Filing - NW		
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Objection Letter

Objection Letter Status	Pending Industry Response
Objection Letter Date	10/12/2012
Submitted Date	10/12/2012
Respond By Date	11/12/2012

Dear Susan Coulter,

Introduction:

This will acknowledge receipt of the captioned filing.

Objection 1

- Limited Benefits Certificate, WIC-AH-AD-CERT (0312) NW AR (Form)

Comments:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Conclusion:

A.C.A. 23-79-109(1)-(5) sets forth the procedure by which filings may be deemed approved upon the expiration of certain time periods with no affirmative action by the commissioner. If the commissioner determines that additional information is needed to make a decision regarding approval, such request for information will be made to the company. The filing will not be considered complete until said additional information is received. The time periods set forth in this statute will not begin to run until the filing is complete.

Please feel free to contact me if you have questions.

Sincerely,

Rosalind Minor

SERFF Tracking #:	UNKP-128721901	State Tracking #:		Company Tracking #:	AH990017 NW
State:	Arkansas	Filing Company:	Wesco Insurance Company		
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other				
Product Name:	Single Case Association Filing - NW				
Project Name/Number:	NW Single-Case LB Association Filing/AH990017 - NW				

Response Letter

Response Letter Status	Submitted to State
Response Letter Date	10/24/2012
Submitted Date	10/24/2012

Dear Rosalind Minor,

Introduction:

Please refer to the revised Certificate attached to this filing.

Response 1

Comments:

Attached for your review and approval is a revised Certificate without the time limit set for furnishing proof of incapacity with respect to handicapped dependents.

Related Objection 1

Applies To:

- Limited Benefits Certificate, WIC-AH-AD-CERT (0312) NW AR (Form)

Comments:

With respect to handicapped dependents, there can be no time limit set for furnishing proof of incapacity. Refer to ACA 23-86-108(4) and Bulletin 14-81.

Changed Items:

No Supporting Documents changed.

State:	Arkansas	Filing Company:	Wesco Insurance Company
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Product Name:	Single Case Association Filing - NW		
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Form Schedule Item Changes:

Form Schedule Item Changes								
Item No.	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments	Submitted
1	Limited Benefits Certificate	WIC-AH-AD-CERT (0312) NW AR	CER	Initial		50.600	WIC-AH-AD-CERT(0312) NW.pdf	Date Submitted: 10/24/2012 By: Susan Coulter
<i>Previous Version</i>								
1	Limited Benefits Certificate	WIC-AH-AD-CERT (0312) NW AR	CER	Initial		50.600	WIC-AH-AD-CERT(0312) NW.pdf	Date Submitted: 10/10/2012 By: Susan Coulter

No Rate/Rule Schedule items changed.

Conclusion:

I believe you will find this acceptable for approval. Should you have further questions or need additional information, please contact me at 609.443.7540 or wendy@coulter-and-associates.com. Many thanks.

Sincerely,
Susan Coulter

State:	Arkansas	Filing Company:	Wesco Insurance Company
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other		
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Form Schedule

Lead Form Number: WIC-AH-AD-CERT (0312) NW AR								
Item No.	Schedule Item Status	Form Name	Form Number	Form Type	Form Action	Action Specific Data	Readability Score	Attachments
1	Approved-Closed 10/26/2012	Limited Benefits Certificate	WIC-AH-AD-CERT (0312) NW AR	CER	Initial		50.600	WIC-AH-AD-CERT(0312) NW.pdf

Form Type Legend:

ADV	Advertising	AEF	Application/Enrollment Form
CER	Certificate	CERA	Certificate Amendment, Insert Page, Endorsement or Rider
DDP	Data/Declaration Pages	FND	Funding Agreement (Annuity, Individual and Group)
MTX	Matrix	NOC	Notice of Coverage
OTH	Other	OUT	Outline of Coverage
PJK	Policy Jacket	POL	Policy/Contract/Fraternal Certificate
POLA	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	SCH	Schedule Pages

**Underwritten by Wesco Insurance Company
59 Maiden Lane
New York City, NY 10038**

Policyholder: *NationalWay*

Policy Number: *NW1234567*

We have issued a Policy to the Policyholder named above for the benefit of [members][employees] of the Policyholder. The provisions of the Policy that are important to You are summarized in this Certificate; consisting of this Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to You earlier for the Policy. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

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Definitions
Insured Person Period of Coverage
[Insured Dependent Period of Coverage]
Premiums
General Exclusions
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Claims

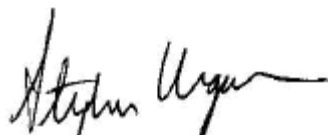
Group Limited Benefits Certificate of Coverage

THIS CERTIFICATE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS. IT ALSO PROVIDES A LIMITED SICKNESS BENEFIT. IT IS, THEREFORE, IMPORTANT TO READ THIS CERTIFICATE CAREFULLY.

Signed for Wesco Insurance Company



President



Secretary

GENERAL DEFINITIONS

Accident or Accidental means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the Policy is in force with respect to the Covered Person.

[Active Work and Actively at Work – The eligible employee is performing all of the usual and customary duties of his or her or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder's customary place of employment or business, or at some location to which the employment requires the person to travel.]

Certificate Year: For the first year is the period of time that begins on the Covered Person's Effective Date and ends on the day before the next following anniversary date. For subsequent years, it is the period of time that begins on the first and each subsequent anniversary and ends on the day before the next anniversary.

Covered Accident means an Accident those results in a Covered Loss.

Covered Loss means a loss which meets the requisites of one or more benefits or additional benefits, results from an Injury, and for which benefits are payable under this Policy.

Covered Person means You [or Your Eligible Dependent] while covered under the Policy.

[Confined and Confinement mean:

- a) being admitted to a Hospital for receiving inpatient hospital services; and
- b) the patient is charged for at least one day's room and board by the hospital each time he or she is admitted.

A period of Confinement consists of consecutive days of Confinement following the date the Covered Person is admitted as an inpatient. The last calendar day of a period of Confinement is not counted as a day of Confinement unless a charge is made for the last day.]

Doctor: A person who is:

1. Licensed as a provider of medical services by the state in which the provider practices.
2. Acting within the scope of their license.
3. Not one of the following:
 - A person who ordinarily resides in Your household
 - A member of Your immediate family
 - The Policyholder.

[Domestic Partner: An individual in a relationship with You that satisfies the following criteria:

1. For at least [six] consecutive months prior to Your Domestic Partner's Effective Date of Insurance, You and Your Domestic Partner, [have had a declaration of domestic partnership on file with a state or local government Domestic Partner Registry] [are and have been each other's sole Domestic Partner and have maintained the same principal place of residence]; and
2. Your Domestic Partner is at least 18 years of age; and
3. You and Your Domestic Partner are not married or related by blood; and
4. You and Your Domestic Partner are jointly responsible for each other's welfare and financial obligations; and
5. [You and Your Domestic Partner have filed a Domestic Partner affidavit with Us; and]
6. You and Your Domestic Partner are not legally married to anyone else.]

[Hospital means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
4. provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

1. a nursing home, convalescent home, or skilled nursing facility;
2. a place for drug addicts or alcoholics; or
3. a place for rest, custodial care, or for the aged.]

Immediate Family Member means a Covered Person's parent, step-parent, spouse, child, step-child, brother or sister.

Injury means bodily injury resulting directly from Accident and independently of all other causes which occurs while the Covered Person is covered under the Policy. Loss resulting from:

1. sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
 2. medical or surgical treatment of a sickness or disease;
- is not considered as resulting from Injury.

We, Us or Our means the insurance company named on the face page.

Written Request means any form provided by Us for the particular request.

You, Your or Insured Person means an Eligible Person while he or she is covered under the Policy.

INSURED PERSONS PERIOD OF COVERAGE

Effective Date: Subject to payment of any premium due, if You give Us a Written Request, Your coverage becomes effective on the later of:

1. the Policy Effective Date; or
2. The date You meet all the eligibility and enrollment requirements, subject to payment of premium when due.

[You must be Actively At Work on the date Your insurance becomes effective. (If the date that insurance was to go into effect is not a normally scheduled work day for You, You must have been Actively at Work on the last scheduled work day prior to the date insurance becomes effective under the Policy). If You are not so Actively at Work, Your insurance will be deferred until the date You are Actively at Work.]

Termination: Your coverage terminates on the earlier of:

1. the date the Policy is terminated; or
2. the Premium Due Date on or next following the date You:
 - a) cease to be an Eligible Person;
 - b) attain the Policy Age Limit, if any, shown in the Schedule of Benefits; or
 - c) fail to pay any required premium, subject to the Grace Period provision.

Request For Change In Coverage: If You give Us a Written Request for a change in Your coverage, and if You:

- a) are not eligible for the coverage requested, the change will not become effective;
- b) are eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

[INSURED DEPENDENTS PERIOD OF COVERAGE

You are insured with Dependents Coverage if it is indicated on Your Schedule.

Eligibility: Eligible Dependents are defined below. In any event, You, the Insured Person, are not an Eligible Dependent.

Eligible Dependents:

1. **Spouse** means Your spouse [or Domestic Partner] unless:

- a) You and Your spouse are legally separated or divorced [the domestic partnership is dissolved]; or
- b) He or she has attained the Policy Age Limit, if any, shown in the Schedule.

2. **Child** or **Children** means Your unmarried child, stepchild, legally adopted child, or foster child:

- a) who is less than age [19] and primarily dependent on You for support and maintenance; or
- b) who is at least age [19] but less than age [24] who:
 - 1) regularly attends an institution of learning; and
 - 2) is primarily dependent on You for support and maintenance.

Effective Date: Subject to payment of the premium due, each Eligible Dependent will become covered under the Policy on the later of:

1. the date You become an Insured Person;
2. the first day of the month on or next following the date We receive Your Written Request for coverage of Dependents; or
3. the date the person qualifies as an Eligible Dependent.

Termination: Coverage of each Eligible Dependent terminates on the Premium Due Date on or next following the earlier of:

1. the date You cease to be an Insured Person; or
2. the date he or she ceases to qualify as an Eligible Dependent.

However, if dependent's coverage would terminate because of Your death, coverage will continue until the premium due date on or next following Your death unless continued in accordance with the Surviving Spouse Continuation provision.

[Surviving Spouse Continuation: If You die while Your Spouse is covered under the Policy, Your Surviving Spouse may continue:

1. his or her coverage; and
2. coverage of Your dependent children who were covered by the Policy on the date of Your death.

We must receive a request and the required premium to continue the coverage within 31 days of the Premium Due Date next following the date of Your death.

Solely for the purpose of continuing the coverage, the Spouse will be considered the Insured Person.

However, this will not continue the spouse's or any dependent children's coverage beyond:

1. a date the coverage would normally cease under the Dependent Termination Provision; or
2. the premium due date next following the date the Spouse remarries.]

Request For Change In Coverage: If You give Us a Written Request for a change in the coverage of Your Eligible Dependents, and if he or she:

1. is not eligible for the coverage requested, it will not become effective; or
2. is eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

[Incapacitated Child: Coverage of a child who, on the date he or she reaches age [19] or [24], is:

1. covered under the Policy;
2. mentally or physically incapable of earning his or her own living; and
3. unmarried and primarily dependent on You for support and maintenance;

will not terminate solely due to age.

However, You must give Us written notice of the incapacity.

Coverage will continue as long as:

1. the incapacity continues; and
2. the required premium is paid.

We may, from time to time, require proof of continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.]

PREMIUMS

The first premium for each Covered Person is due on the date You enroll Yourself and any eligible Dependents under the Policy. Each premium after the initial premium is due at the end of the period for which Your preceding premium was paid. [We will send you a bill for the premium due in advance of the due date.] See the Schedule of Benefits for the Frequency of Premium payment.

Individual Grace Period: After the first premium has been paid, You will have a 31 day grace period following the date Your next premium is due. If Your premium has not been received by Us before the 31 day grace period, Your coverage under the Policy will terminate in accordance with the Termination Provision.

GENERAL EXCLUSIONS

The Policy does not cover any loss resulting from:

1. intentionally self-inflicted Injury, suicide or attempted suicide, whether sane or insane;
2. war or act of war, whether declared or undeclared;
3. Injury sustained while full-time in the armed forces of any country or international authority;
4. [travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.]
5. Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
6. Injury sustained while committing or attempting to commit a felony.

BENEFITS

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

If Injury to the Covered Person results, within 365 days of the date of a Covered Accident, in any one of the losses shown below, We will pay the benefit amount shown below for that Covered Loss. The Principal Sum is shown in the attached Schedule of Benefits. If multiple losses occur, only one benefit amount, the largest, will be paid for all losses due to the same Covered Accident.

For Loss of :	The Policy Pays:
Life	The Principal Sum
[One Hand and One Foot	The Principal Sum]
[Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum]
[Speech and Hearing	The Principal Sum]
[Either Hand or Foot and Sight of One Eye	The Principal Sum]
[Either Hand or Foot .	One-Half The Principal Sum]
[Sight of One Eye	One-Half The Principal Sum]
[Speech or Hearing	One-Half The Principal Sum]
[Thumb and Index Finger of Either Hand	One-Quarter The Principal Sum]

Loss means with regard to:

1. hands and feet, actual severance through or above wrist or ankle joints;
2. sight, speech or hearing, entire and irrecoverable loss thereof;
3. thumb and index finger, actual severance through or above the metacarpophalangeal joints.

Covered Dependents: We will pay percentage of Your Principal Sum as described in the Schedule of Benefits.]

[IN HOSPITAL INDEMNITY CASH

We will pay the Hospital Confinement Benefit shown in the Schedule of Benefits if a Covered Person is Hospital Confined and all of the following conditions are met.

1. The Hospital stay is the direct result, from no other causes, of Injuries sustained in a Covered Accident.
2. The Hospital stay begins within 7 days of a Covered Accident and lasts for the Time Period for Confinement shown in the Schedule of Benefits. We will pay this benefit retroactive to the first day of the Hospital stay.

Benefit payments will end on the first of the following dates:

1. the date the Hospital stay ends; or
2. the date the Covered Person dies; or
3. the date the Maximum Benefit Period for this benefit ends;
4. the date insurance under the Policy ends.]

[NON-OCCUPATIONAL WEEKLY ACCIDENTAL INCOME BENEFIT

We will pay the Benefit shown in the Schedule of Benefits (less Reductions and Other Income Benefits) if a Covered Person is Totally Disabled as a direct result of, and from no other cause but, a Covered Accident. Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the Schedule of Benefits for this benefit is satisfied; and
2. the Covered Person provides satisfactory proof of Total Disability to Us.

Benefit Payments will end on the first of the following dates:

1. the date the Covered Person dies; or
2. the date the Covered Person is no longer Totally Disabled; or
3. the date the Maximum Benefit Period for this benefit ends; or
4. the date the Covered Person fails to submit satisfactory proof of continuing Total Disability.

Benefits are based on a week of seven days. If Your Benefits are due for a partial week, they will accumulate on a daily basis at a rate of one-seventh of Your weekly rate.

Reduction of Benefits Due to Other Sources of

Income: Your Disability benefit amount will be reduced as much as is necessary to keep the total of the amount payable plus all of Your income from other sources from being more than 70% of Your gross average weekly earnings from all salaries, wages, commissions, bonuses, and other direct regular income.

Exclusion:

In addition to the GENERAL EXCLUSIONS section in this Certificate, We will not provide benefits for a Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation, Employer Liability Law, or other similar law.

[This benefit is not available to Covered Dependent Children.]

In addition to the definitions in the GENERAL DEFINITIONS section, the following definition applies to this benefit:

Total Disability or Totally Disabled means, due to an Injury from a Covered Accident, a Covered Person:

1. if employed, cannot do any work for which he or she is, or may become, qualified by reason of education, experience or training; and
2. if not employed, cannot perform the normal and customary activities of a healthy person of like age and sex.]

[EXCESS ACCIDENT MEDICAL EXPENSE BENEFITS

After a Covered Person has satisfied the Deductible and subject to the Coinsurance amount shown in the Schedule of Benefits, We will pay Excess Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. Benefits are payable up to the Benefit Maximum Amount shown in the Schedule of Benefits.

Excess Accident Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person receives;
3. the first treatment or service occurs within 90 days of the **Covered Injury**; and
4. the medical expenses are incurred within 52 weeks of the **Covered Injury**.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

Covered Medical Expenses when Medically Necessary are:

1. Hospital room and board expenses: the daily room rate when a Covered Person is Hospital confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.

2. Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
3. Medical emergency care (room and supplies) expenses: incurred within 72 hours of an Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.
4. Outpatient surgical room and supply expenses for use of the surgical facility.
5. Outpatient diagnostic X-rays, laboratory procedures and tests.
6. Doctor non-surgical treatment/examination expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.
7. Doctor's surgical expenses.
8. Assistant surgeon expenses when Medically Necessary.
9. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
10. Outpatient laboratory test expenses
11. Physiotherapy (physical medicine) expenses on an inpatient or outpatient basis limited to one visit per day; expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, message or any form of physical therapy.
12. X-ray expenses (including reading charges) but not for dental X-rays
13. Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT Scan.
14. Dental Expenses including x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Accident.
15. Ambulance expenses for transportation from the emergency site to the Hospital.
16. Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
17. Prescription drug expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.
18. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for a Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
19. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.

Exclusions:

In addition to the GENERAL EXCLUSIONS section in this Certificate, We will not cover expenses under this additional benefit for:

1. Cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of the Covered Injury.
2. Any medical expenses related to pregnancy unless Medically Necessary for the treatment of the Covered Injury.
3. Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation Benefits, Employer Liability Law, or other similar law.
4. Travel outside of the United States of America.
5. Personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.
6. Treatment by an Immediate Family Member.
7. [Expenses incurred for dental care, treatment, repair or replacement of sound natural teeth unless Medically Necessary for the treatment of the Covered Injury.]
8. Expenses incurred for eye examinations, eye glasses, contact lenses or hearing aids or the fitting, repair or replacement of these items unless Medically Necessary for the treatment of the Covered Injury.
9. [A hernia.]
10. Routine physical examinations and related medical services [,][or] [elective treatment or surgery] [,][or] [Experimental/Investigational treatments or procedures].
11. [A Medical Repatriation.]
12. [Expenses incurred for psychological or psychiatric counseling of any kind or any expense for treatment of mental or nervous diseases or disorders.]
13. Expenses which the Covered Person is not legally obligated to pay.
14. [Expenses for Custodial Services or services provided by a private duty nurse unless such expenses are incurred as a result of a Covered Injury.]
15. [Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the Covered Injury has

caused further impairment in the underlying bodily condition.]

16. [Treatment involving conditions caused by repetitive motion injuries or cumulative trauma and not a result of a Covered Injury.]
17. [being legally intoxicated while operating a motor vehicle.
 - a. A Covered Person will be conclusively presumed to be legally intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed intoxicated under the law of the locale wherein the Accident occurred.
 - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or other similar items will be considered proof of the Covered Person's legal intoxication.
18. [Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless prescribed by a Physician for the Covered Person. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.)].

In addition to the definitions in the GENERAL DEFINITIONS section, the following definitions apply to this benefit:

Coinurance means the percentage of Usual and Customary Charges for which the Covered Person is responsible for a covered service. The Coinsurance percentage is shown in the Schedule of Benefits.

Deductible means the amount of Covered Medical Expenses that must be paid in full by You each Certificate Year for each Covered Person before any benefits are payable by Us. The Deductible is shown on the Schedule of Benefits.

Experimental / Investigational means treatment, a device or prescription medication which is recommended by a Doctor, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice; and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

Medically Necessary means the services or supplies provided by a Hospital or Doctor that are required to identify or treat an Injury and which are:

1. consistent with the symptom or diagnosis and treatment of a Covered Person's Injury;
2. appropriate with regard to standards of good medical practice;
3. not solely for the convenience of a Covered Person, a Doctor or other provider; and
4. the most appropriate supply or level of service that can be safely provided to the Covered Person.

Usual and Customary Charges means fees and prices generally charged within the locality where performed for Medically Necessary services and supplies required for treatment of cases of comparable severity and nature.]

CLAIMS

Notice of Claim: The person who has the right to claim benefits (the claimant or beneficiary) must give Us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice should include Your name and the Policy number. Send it to Our administrative notice or give it to Our agent.

Claim Forms: When We receive the notice of claim, We will send forms to the claimant for giving Us proof of loss. The forms will be sent within 15 days after We receive the notice of claim.

If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

Proof of Loss: Proof of loss must be sent to Us in writing within 90 days after:

1. the end of a period of Our liability for periodic payment claims; or
2. the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

Time of Claim Payment: We will pay any daily, weekly or monthly benefit due:

1. on a monthly basis, after We receive the proof of loss, while the loss and liability continue; or
2. immediately after We receive the proof of loss following the end of Our liability.

We will pay any other benefit due immediately after We receive the proof of loss.

Payment of Claims: We will pay any benefit due for loss of life:

1. according to the beneficiary designation in effect under the Policy at the time of death; or
2. if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at time of death; otherwise
3. to Your estate.

All other benefits due and not assigned will be paid to You, if living. Otherwise, the benefits may, at Our option, be paid:

1. according to the beneficiary designation; or
2. to Your estate.

If a benefit due is payable to:

1. Your estate; or
2. You or a beneficiary who is either a minor or not competent to give a valid release for the payment;

We may pay up to \$1,000 of the benefit due to some other person.

The other person will be someone related to You or the beneficiary by blood or marriage who We believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

Appealing Denial of Claims: If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to You. The written decision will:

1. give the specific reason or reasons for denial;
2. make specific reference to the Policy provision on which the denial is based;
3. provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

On any denied claim, You or Your representative may appeal to Us for a full and fair review. The claimant may:

1. request a review upon written application within 60 days of the receipt of claim denial;
2. review pertinent documents;
3. submit issues and comments in writing.

We will make a decision no more than 60 days after the receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after We receive the request for review. The written decision will include specific reasons on which the decision is based.

Examination and Autopsy: While a claim is pending We have the right, at our expense:

1. to have the person who has a loss examined by a physician when and as often as We feel is necessary; and
2. to make an autopsy in case of death where it is not forbidden by law.

Legal Actions: You cannot take legal action against us:

1. before 60 days following the date proof of loss is sent to us;
2. after 6 years following the date proof of loss is due.

Naming a Beneficiary: You may name a beneficiary or change a revocably named beneficiary by giving Your Written Request to the Policyholder. Your request takes effect on the date You execute it, regardless of whether You are living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment We made in good faith before the Policyholder received Your request.

Assignment: We will recognize any assignment You make under the Policy, provided:

1. it is duly executed; and
2. a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

Time Limit on Certain Defenses: After two years from the date on which a person becomes covered under the Policy, no statements, except fraudulent misstatements made by the Insured Person in the enrollment for coverage shall be used to void the Policy or deny a claim.

Fraudulent Misstatement: If a Covered Person makes a fraudulent misstatement in the application for coverage under the Policy, We may reduce or deny any claim or void the coverage at any time.

SERFF Tracking #:	UNKP-128721901	State Tracking #:		Company Tracking #:	AH990017 NW
State:	Arkansas	Filing Company:	Wesco Insurance Company		
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other				
Product Name:	Single Case Association Filing - NW				
Project Name/Number:	NW Single-Case LB Association Filing/AH990017 - NW				

Supporting Document Schedules

		Item Status:	Status Date:
Satisfied - Item:	Flesch Certification	Approved-Closed	10/26/2012
Comments:			
Attachment(s):			
AR LB Flesch Certification-Assoc Filing 20121008 NW.pdf			

		Item Status:	Status Date:
Satisfied - Item:	Application	Approved-Closed	10/26/2012
Comments:			
Attachment(s):			
Group App - Modified for AR (20120103 cc).pdf			

		Item Status:	Status Date:
Bypassed - Item:	Health - Actuarial Justification	Approved-Closed	10/26/2012
Bypass Reason:	Not applicable-not individual or Group/Individual Long Term Care and Medicare Supplement Filings.		

		Item Status:	Status Date:
Bypassed - Item:	Outline of Coverage	Approved-Closed	10/26/2012
Bypass Reason:	Not an Individual Health Product, Group/Individual Medicare Supplement or Long Term Care		

		Item Status:	Status Date:
Bypassed - Item:	PPACA Uniform Compliance Summary	Approved-Closed	10/26/2012
Bypass Reason:	Not PPACA related.		

		Item Status:	Status Date:
Satisfied - Item:	Approved Policy for NW	Approved-Closed	10/26/2012
Comments:			
Attachment(s):			

State:	Arkansas	Filing Company:	Wesco Insurance Company
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other		
Product Name:	Single Case Association Filing - NW		
Project Name/Number:	NW Single-Case LB Association Filing/AH990017 - NW		

AH990017 (0312) (20120404 cc) NW TX.pdf
WIC-AH-AD-CERT(0312) NW.pdf
WIC Rider EME (20120319 cc).pdf
WIC Rider ER (20120319 cc).pdf

		Item Status:	Status Date:
Satisfied - Item:	NW Governance Documents	Approved-Closed	10/26/2012
Comments:			
Attachment(s):			
1 - NW Original AoI (NBA 4-5-96).pdf			
2 - NW AoI Amended Purpose (NBA 1-6-05).pdf			
3 - NW AoI Name Change Amendment (NWhA 3-23-05).pdf			
4 - NW AoI Amended Purpose (NWhA 12-16-05).pdf			
5 - NW AoI Name Change & Purpose Amendment (NW 7-1-10).pdf			
6 - NW By-Laws (5-1-04).pdf			
7 - NW Overview in Purpose 01-2011.pdf			

WESCO INSURANCE COMPANY

FLESCH CERTIFICATION

I, Barry W. Moses an office of Wesco Insurance Company, certify that the forms listed below satisfy the NAIC Model Bill standards of life and health insurance policy language simplification legislation.

Form Number	Form Title	Flesch Score
WIC-AH-AD-CERT NW AR	Group Certificate	50.6

Signature of Office: _____



Title: Vice President, Regulatory Compliance

Date: 10/8/2012

Wesco Insurance Company
59 Maiden Lane
New York City, NY 10038

Section I - Administrative Information

[Association]/Policyholder Name				
Policyholder Street Address (No P.O. Box)		City	State	Zip County
Mailing Address (if different from above)		City	State	Zip County
Phone ()		Administrative Contact		
Fax ()		Title		
Requested Effective (MM/[DD][01]/YYYY)		Email Address		
Describe the Nature of [Association][Business]				
[Will any of the selected coverage types be a takeover for an existing group coverage? <input type="checkbox"/> Yes <input type="checkbox"/> No				
If yes, please specify coverage types_____ Effective date of prior coverage types_____				
Prior Carrier Name_____ Termination date of prior coverage types_____]				

Section II - Eligibility Requirements

Members in good standing of the association are eligible for insurance under the program. [Dependents of the Member are also eligible]	
6. [Eligibility Waiting Period <input type="checkbox"/> Yes <input type="checkbox"/> No If "Yes", Number of days <input type="checkbox"/> 0 <input type="checkbox"/> 30 <input type="checkbox"/> 60 <input type="checkbox"/> 90 <input type="checkbox"/> Other_____	
[Waiting Period applies to:	
<input type="checkbox"/> Persons who are Members in good standing prior to the effective date]	
<input type="checkbox"/> Actively at work employees working _____ hours per week.	
<input type="checkbox"/> Persons who become Members after the Policy Effective Date]	
[Do different classes have a different waiting period? <input type="checkbox"/> Yes <input type="checkbox"/> No	
If yes, please describe:_____]	

Section III – Benefits Selected:

Accidental Death and Dismemberment for all Covered Persons

Principal Sum Amount Options: [\$5,000-\$100,000]

Dependents Principal Sum is based on a percent of the Insured Person's Principal Sum:

	Spouse/Domestic Partner	Each Child
Insured Person with Covered:*		
Spouse [Domestic Partner], but no covered Child	50%	0%
Spouse [Domestic Partner]and Child(ren)	40%	10%
Child(ren), but no covered Spouse[Domestic Partner]	0%	15%

☐ **Accident Hospital Indemnity Benefit for all Covered Persons:**

Daily Hospital Confinement Benefit Amount: [\$xxx-\$xxx]
Maximum Benefit Period: [xxx] Days Per Confinement

☐ **Non-Occupational Weekly Disability Income Benefits for Insured Person Only**

Weekly Disability Benefit: [XXXX-XXX] reduced by the Reduction of Benefits Due to Other Sources of Income provision in the certificate

Benefit Waiting Period [0, 7, 14] days. Benefits begin on the [1st, 8th, 15th day]

Maximum Benefit Period of Disability [13, 26 weeks.]

☐ **Accident Excess Medical Expense Benefit for all Covered Persons:**

Deductible: [\$100-\$200 per Certificate Year]

Coinsurance: [20%]

Maximum Benefit Amount per Covered Person per Covered Accident: [\$10,000]

Benefit Limitations: Maximum Benefit Amount for Accident Dental: [\$1,000]

☐ **Emergency Room Benefit:**

Amount Per Injury or Sickness: [\$1,000-\$5,000]

Annual Maximum Benefit Amount [\$1,000-\$5,000] per Covered Person

☐ **Emergency Medical Evacuation Benefit:**

Amount Per Evacuation: [\$5,000-\$50,000]

Minimum Number of Miles for Emergency Evacuation: [100-200]

Section V - General Conditions

In applying for the Benefits set forth herein, the undersigned understands and agrees that:

1. [Payment of the first premium by the policyholder after delivery of the Policy by us shall constitute acceptance of the terms and conditions contained in the Policy so issued.]
2. [All necessary administrative information concerning all Covered Persons shall be subject to the provisions of the Policy and shall be furnished to us by the Policyholder.]
3. [This Application is subject to the approval of Wesco Insurance Company at its Home Office and that nothing contained herein shall be binding upon said Company until this Application has been so approved.]
4. [All benefits will be in accordance with the benefits proposed and agreed upon between Wesco Insurance Company and the Policyholder as set forth in the Policy, subject to the Policyholder's approval.]

Policyholder responsibilities under this policy

The Policyholder agrees:

1. to maintain the records necessary to the administration of the Policy(s) and to make such records available to Wesco Insurance Company or its authorized administrator to ensure proper administration of the program;
2. to report additions, changes, terminations and other information necessary to the administration of the Policy(s) to the Wesco Insurance Company within 31 days after the Effective Date of such additions, changes and terminations;
3. [to pay all premiums in accordance with the terms of this Policy]; and
4. to notify all Insured Persons of any termination or rescission of coverage which affects them and refund the appropriate premium.]

By the signature below of its duly authorized representative, the proposed Policyholder hereby applies for the Wesco Insurance Company Policy and the proposed Policyholder understands and agrees that it shall be subject to the provisions set forth herein.

It is understood that all of the answers We have provided are representations and not warranties.

BEFORE SIGNING THE APPLICATION, PLEASE READ THE FRAUD WARNING(S) APPLICABLE TO YOUR STATE(S) BELOW AND CONTINUED ON THE NEXT PAGE.

(Arkansas) Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

(California) For your protection California law requires the following to appear on this form. Any person who knowingly presents a false or fraudulent claim for the payment of a loss is guilty of a crime and may be subject to fines and confinement in state prison.

(District of Columbia) It is a crime to provide false or misleading information to an insurer for the purpose of defrauding the insurer or any other person. Penalties include imprisonment and/or fines. In addition, an insurer may deny insurance benefits, if false information materially related to a claim was provided by the applicant.

(Florida) Any person who knowingly and with intent to injure, defraud, or deceive any insurance company files a statement of claim or an application containing any false, incomplete, or misleading information is guilty of a felony of the third degree.

(Kentucky) Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance containing any materially false information or conceals, for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime.

(Louisiana/Tennessee) It is a crime to knowingly provide false, incomplete or misleading information to an insurance company for the purpose of defrauding the company. Penalties may include imprisonment, fines or a denial of insurance benefits.

(Maryland) Any person who knowingly and willfully presents a false or fraudulent claim for payment of a loss or benefit or who knowingly and willfully presents false information in an application for insurance is guilty of a crime and may be subject to fines and confinement in prison.

(Missouri) An insurance company or its agent or representative may not ask an applicant or policyholder to divulge in a written application or otherwise whether an insurer has canceled or refused to renew or issue to the applicant or policyholder a policy of insurance. If a question(s) appears in this application, you should not renew it.

(New Mexico) Any person who knowingly presents a false or fraudulent claim for payment of a loss or benefit or knowingly presents false information in an application for insurance is guilty of a crime and may be subject to civil fines and criminal penalties.

(Pennsylvania) Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and civil penalties.

(Puerto Rico) Any person who, knowingly and with the intent to defraud, presents false information in an insurance request form, or who presents, helps or has presented a fraudulent claim for the payment of a loss or other benefit, or presents more than one claim for the same damage or loss, will incur a felony, and upon conviction will be penalized for each violation with a fine of no less than five thousand (5,000) dollars nor more than ten thousand (10,000) dollars, or imprisonment for a fixed term of three (3) years, or both penalties. If aggregated circumstances prevail, the fixed established imprisonment may be increased to a maximum of five (5) years; if attenuating circumstances prevail, it may be reduced to a maximum of two (2) years.

(Washington) Any person who knowingly presents a false or fraudulent claim for payment of a loss or knowingly makes a false statement in an application for insurance may be guilty of a criminal offense under state law."

(All Other States) Any person who knowingly and with intent to defraud any insurance company or other person, files an application for insurance or statement of claim containing any materially false information or conceals for the purpose of misleading, information concerning any fact material thereto commits a fraudulent insurance act, which is a crime and subjects such person to criminal and/or civil penalties.

(New York) Any person who knowingly and with intent to defraud any insurance company or other person files an application for insurance or statement of claim containing any materially false information, or conceals for the purpose of misleading, information concerning any fact material thereto, commits a fraudulent insurance act, which is a crime and shall also be subject to a civil penalty not to exceed five thousand dollars and the stated value of the claim for each such violation.

Please Sign and Date

Dated at _____ this _____ day of _____, _____ / _____ / _____
City and State Date Month Year

By _____
Signature of Association Printed name of Association Job Title

[Association's Signature witnessed by (must be 18 or older):

Signature of Witness Printed name of Witness Date]

[Signature of Agent/Producer:]

Signature of Agent/Producer Printed name of Agent/Producer Date]

Section VI - Producer Information

Company/Brokerage Name
Company Address (if different than above) City, State Zip

Name of Agent Representing this Group		
Phone () -	Fax () -	Email Address
Producer Number		

Send Completed Application to:
[address]

Underwritten by Wesco Insurance Company
59 Maiden Lane
New York City, NY 10038

GROUP LIMITED BENEFITS INSURANCE POLICY

Policyholder Name: *NationalWay*

Policy Number: *NW 1234567*

Policyholder Address: *[123 Any Street
Anyville, State 12345]*

Place of Delivery: *[123 Any Street
Anyville, State 12345]*

Policy Effective Date: *January 1, 2012*

Policy Anniversary:

In return for the application, which is attached, and payment of premium as it becomes due, Wesco Insurance Company (called "We," "Our," and "Us") agrees to pay the benefits described in the Policy.

This Policy is issued to the Policyholder. It takes effect at 12:01 a.m. at the Policyholder's principal address shown on the application on the Policy Effective Date. The Effective Date is shown above.

Signed for the Company



President



Secretary

THIS POLICY IS A LEGAL CONTRACT BETWEEN YOU AND US.

[THIS POLICY PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS ONLY. IT DOES NOT PROVIDE COVERAGE FOR SICKNESS OR LOSSES DUE TO SICKNESS. READ THIS POLICY CAREFULLY.]

[THIS POLICY PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS. IT ALSO PROVIDES A LIMITED SICKNESS BENEFIT. IT IS, THEREFORE, IMPORTANT TO READ THIS POLICY CAREFULLY.]

TABLE OF CONTENTS

Schedules
Premium Provisions
Contract Provisions
Certificate of Insurance
Riders (if any)

SCHEDULE OF ELIGIBLE PERSONS

ELIGIBLE PERSONS:

ELIGIBLE MEMBER:

[All active members in good standing of the Policyholder who are:

- a) under age [60-85];
- b) full-time residents of the United States; and
- c) not full-time members of any country's armed forces.]

[All full time employees working at least [17.5 - 40] hours per week. The employee must be Actively at Work in order for insurance to take effect.]

[ELIGIBLE DEPENDENTS: Eligible Person's Spouse [Domestic Partner] and Child(ren)

An Eligible Spouse [Domestic Partner] and/or Child may only be covered if the Eligible Person is covered under this Policy.

When an Eligible Person and his or her Spouse [Domestic Partner] are both Eligible Persons:

- a) coverage may not be duplicated by enrolling as Dependents of each other; and
- b) coverage for an Eligible Child may be requested only by the Eligible Person or the Eligible Dependent Spouse [Domestic Partner], but not both.

No Eligible Child can be covered unless the Eligible Person or Eligible Spouse [Domestic Partner] is covered under this Policy.]

POLICY AGE LIMIT: [None-100]

EVIDENCE OF INSURABILITY: None

Eligibility Waiting Period:

[as determined by the Policyholder from the first day of eligibility]
[1-60 Days] [1-3 Months] from the first day of Active Work]
[1-60] [Days][1-3 Months]from the date a person first became a Member
in good standing of the Policyholder]

Method of Premium Payment:

[Remitted by Policyholder] [Remitted by Insured Person To Us]

SCHEDULE OF BENEFITS

BENEFITS AND AMOUNTS:

[Accidental Death and Dismemberment Benefit

Insured Person Principal Sum Amount
[\$5,000-\$100,000]

Principal Sum For each Insured Person's Eligible Dependents:

The Principal Sum applicable to each person covered under this policy as an Insured Person's Dependent is calculated by applying the percent, determined below, to the Insured Person's Principal Sum.

	Spouse/Domestic Partner	Each Child
Insured Person with Covered:*		
Spouse, but no covered Child	50%	0%
Spouse and Child(ren)	40%	10%
Child(ren), but no covered Spouse	0%	15%

*As determined on the date of accident

[Accidental Death and Dismemberment Reduction on and after Age 65: On the Premium Due Date on or next following a Covered Person's attainment of age 65, his or her amount of Principal Sum will reduce by 50%.]

[Accidental Death Reduction on and after Age 70: On the Premium Due Date on or next following the Covered Person's attainment of :

- a) age 70, his or her amount of Principal Sum will reduce by 50%; and
- b) age 75, his or her amount of Principal Sum will reduce further by 50%.]

[Aggregate Limit of Liability: [\$1,000,000 - \$10,000,000]

Aggregate Limit of Liability means the total Accidental Death and Dismemberment benefit amount that We will pay for all Covered Persons involved in a single Covered Accident who suffer a Cover Loss. If the total benefits under the Aggregate Limit of Liability is not enough to pay full benefits to each Covered Person, We will pay each one a reduced benefit based upon the proportion that the Aggregate Limit of Liability bears to the total benefits which would otherwise be paid.]

[Accident Hospital Indemnity Benefit for all Covered Persons:

Daily Hospital Confinement Benefit Amount: [\$30-\$500]
Maximum Benefit Period: [30-365] Days Per Confinement

[Non-Occupational Weekly Disability Income Benefits for Insured Person Only

Weekly Disability Benefit: [\$100 - \$2,000] reduced by the Reduction of Benefits Due to Other Sources of Income provision in the certificate
Benefit Waiting Period [0, 7, 14] days. Benefits begin on the [1st, 8th, 15th day]]
Maximum Benefit Period of Disability [13, 26 weeks.]]

[Accident Excess Medical Expense Benefit for all Covered Persons:

Deductible: [\$100-\$200]
Coinsurance: [10-30%]
Maximum Benefit Amount per Covered Person per Covered Accident: [\$1,000 - \$50,000]
Benefit Limitations: Maximum Benefit Amount for Accident Dental: [\$750-\$5,000]

SCHEDULE OF PREMIUMS

INDIVIDUAL PREMIUMS: The premium is on file with the Policyholder.

ENROLLMENT

INITIAL ENROLLMENT: For Members who are eligible on the Policy Effective Date, Members should enroll within [0-60 days] of the Policy Effective Date. Members who are eligible after the Policy Effective Date should enroll themselves and their Eligible Dependents within [0-60 days] of their Eligibility Waiting Period. Members who do not enroll within the Eligibility Waiting Period must wait until the next Open Enrollment Period.

OPEN ENROLLMENT: Members may enroll themselves and their Eligible Dependents during an Open Enrollment Period. Other changes may also be restricted to Open Enrollment Periods.

Open Enrollment Period means the period of time specified by the Policyholder during which an Eligible Member may enroll for insurance if he or she did not enroll during the Eligibility Waiting Period. It usually occurs once each Policy Year but may, at the Policyholder's discretion, occur more frequently, if approved by Us.

PREMIUM PROVISION

POLICY PREMIUM: The premium for this policy is on file with the Policyholder.

PREMIUM DUE DATES: The Policy Premium is payable on the Policy Effective Date and each year thereafter. Each Policy Premium is due in advance of the date it becomes payable.

This policy terminates on the last day of the period for which premium is paid unless continued in force during a grace period.

PAYMENT: The Policy Premiums are to be paid to us by the Policyholder. However, they may be paid to us by any other person according to a mutual agreement among the other person, the Policyholder and us.

GRACE PERIOD: A grace period of 31 days is allowed for payment of each premium due after the first unless this policy is cancelled on or before the due date. This policy will continue in force during the grace period. The Policyholder is liable to us for the payment of premium accruing for the period this policy continues in force.

CHANGE OF PREMIUMS: We have the right on any date after the first anniversary, to change the rate at

which further premiums will be calculated. We will give the Policyholder notice of any change at least [30, 45, 60] days before the Due Date on which it is to become effective.

CONTRACT PROVISIONS

ENTIRE CONTRACT: The entire contract between the Policyholder and Us consists of this policy, the certificate of insurance, any individual enrollment forms, the group application, and any papers made a part of this policy at issue.

CHANGES: No agent has authority to change or waive any part of this policy. To be valid, any change or waiver must be in writing, approved by one of Our officers and made a part of this policy.

TIME PERIODS: All periods begin and end at 12:01 A.M., Standard Time at the place where this policy is delivered.

CERTIFICATES: We will give certificates to:

- a) the Policyholder; or
- b) any other person according to a mutual agreement among the other person, the Policyholder, and us; for delivery to Insured Persons.

The certificates will state the features of this policy which are important to Insured Persons.

NEW ENTRANTS: New persons to the groups or classes eligible for insurance must be added to the groups or classes for which they are eligible.

DATA FURNISHED BY POLICYHOLDER: The Policyholder will, upon Our request, give us:

- a) the names of all persons initially eligible;
- b) the names of all additional persons who become eligible;
- c) the names of all persons whose benefits are to be changed;
- d) the names of all persons whose insurance is canceled; and
- e) any data necessary to calculate premiums.

The Policyholder's failure to report a person's termination of insurance does not continue the coverage beyond the date of termination.

The Policyholder, with Our approval, may keep the important insurance records on all Covered Persons. The Policyholder must give Us information, when and in the manner We ask, to administer the insurance provided by this policy.

The Policyholder's insurance records will be open for Our inspection at any reasonable time.

CANCELLATION: This policy may be canceled at any time by written notice mailed or delivered by Us to the Policyholder or by the Policyholder to Us. If We cancel, We will mail or deliver the notice to the Policyholder at its last address shown in Our records.

- If We cancel, it becomes effective on the later of:
- a) the date stated in the notice; or
 - b) the 31st day after We mail or deliver the notice.

- If the Policyholder cancels, it becomes effective on the later of:
- a) the date We receive the notice; or
 - b) the date stated in the notice.

- In either event:
- a) We will promptly return any unearned premium paid; or

- b) the Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis.

Cancellation will not affect any claim for loss due to an accident which occurs before the effective date of the cancellation.

NOT IN LIEU OF WORKERS' COMPENSATION: This policy does not satisfy any requirement for workers' compensation insurance.

INCORPORATION PROVISION: The Certificate(s) of Insurance and Riders listed below are attached to, incorporated in and made a part of this Policy.

<u>Form</u>	<u>Applicable To</u>	<u>Effective Date of Incorporation</u>
Certificate of Insurance Form	All Eligible Persons	January 1, 2012
Rider Form WIC RIDER EME	All Eligible Persons	January 1, 2012
Rider Form WIC RIDER ER	All Eligible Persons	January 1, 2012

**Underwritten by Wesco Insurance Company
59 Maiden Lane
New York City, NY 10038**

Policyholder: *NationalWay (NW)*

Policy Number: *NW1234567*

We have issued a Policy to the Policyholder named above for the benefit of [members][employees] of the Policyholder. The provisions of the Policy that are important to You are summarized in this Certificate; consisting of this Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to You earlier for the Policy. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

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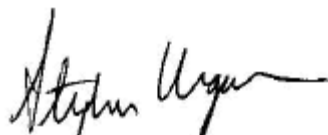
Group Limited Benefits Certificate of Coverage

THIS CERTIFICATE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS. IT ALSO PROVIDES A LIMITED SICKNESS BENEFIT. IT IS, THEREFORE, IMPORTANT TO READ THIS CERTIFICATE CAREFULLY.

Signed for Wesco Insurance Company



President



Secretary

GENERAL DEFINITIONS

Accident or Accidental means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the Policy is in force with respect to the Covered Person.

[Active Work and Actively at Work – The eligible employee is performing all of the usual and customary duties of his or her or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder's customary place of employment or business, or at some location to which the employment requires the person to travel.]

Certificate Year: For the first year is the period of time that begins on the Covered Person's Effective Date and ends on the day before the next following anniversary date. For subsequent years, it is the period of time that begins on the first and each subsequent anniversary and ends on the day before the next anniversary.

Covered Accident means an Accident those results in a Covered Loss.

Covered Loss means a loss which meets the requisites of one or more benefits or additional benefits, results from an Injury, and for which benefits are payable under this Policy.

Covered Person means You [or Your Eligible Dependent] while covered under the Policy.

[Confined and Confinement mean:

- a) being admitted to a Hospital for receiving inpatient hospital services; and
- b) the patient is charged for at least one day's room and board by the hospital each time he or she is admitted.

A period of Confinement consists of consecutive days of Confinement following the date the Covered Person is admitted as an inpatient. The last calendar day of a period of Confinement is not counted as a day of Confinement unless a charge is made for the last day.]

Doctor: A person who is:

1. Licensed as a provider of medical services by the state in which the provider practices.
2. Acting within the scope of their license.
3. Not one of the following:
 - A person who ordinarily resides in Your household
 - A member of Your immediate family
 - The Policyholder.

[Domestic Partner: An individual in a relationship with You that satisfies the following criteria:

1. For at least [six] consecutive months prior to Your Domestic Partner's Effective Date of Insurance, You and Your Domestic Partner, [have had a declaration of domestic partnership on file with a state or local government Domestic Partner Registry] [are and have been each other's sole Domestic Partner and have maintained the same principal place of residence]; and
2. Your Domestic Partner is at least 18 years of age; and
3. You and Your Domestic Partner are not married or related by blood; and
4. You and Your Domestic Partner are jointly responsible for each other's welfare and financial obligations; and
5. [You and Your Domestic Partner have filed a Domestic Partner affidavit with Us; and]
6. You and Your Domestic Partner are not legally married to anyone else.]

[Hospital means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
4. provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

1. a nursing home, convalescent home, or skilled nursing facility;
2. a place for drug addicts or alcoholics; or
3. a place for rest, custodial care, or for the aged.]

Immediate Family Member means a Covered Person's parent, step-parent, spouse, child, step-child, brother or sister.

Injury means bodily injury resulting directly from Accident and independently of all other causes which occurs while the Covered Person is covered under the Policy. Loss resulting from:

1. sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
 2. medical or surgical treatment of a sickness or disease;
- is not considered as resulting from Injury.

We, Us or Our means the insurance company named on the face page.

Written Request means any form provided by Us for the particular request.

You, Your or Insured Person means an Eligible Person while he or she is covered under the Policy.

INSURED PERSONS PERIOD OF COVERAGE

Effective Date: Subject to payment of any premium due, if You give Us a Written Request, Your coverage becomes effective on the later of:

1. the Policy Effective Date; or
2. The date You meet all the eligibility and enrollment requirements, subject to payment of premium when due.

[You must be Actively At Work on the date Your insurance becomes effective. (If the date that insurance was to go into effect is not a normally scheduled work day for You, You must have been Actively at Work on the last scheduled work day prior to the date insurance becomes effective under the Policy). If You are not so Actively at Work, Your insurance will be deferred until the date You are Actively at Work.]

Termination: Your coverage terminates on the earlier of:

1. the date the Policy is terminated; or
2. the Premium Due Date on or next following the date You:
 - a) cease to be an Eligible Person;
 - b) attain the Policy Age Limit, if any, shown in the Schedule of Benefits; or
 - c) fail to pay any required premium, subject to the Grace Period provision.

Request For Change In Coverage: If You give Us a Written Request for a change in Your coverage, and if You:

- a) are not eligible for the coverage requested, the change will not become effective;
- b) are eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

[INSURED DEPENDENTS PERIOD OF COVERAGE

You are insured with Dependents Coverage if it is indicated on Your Schedule.

Eligibility: Eligible Dependents are defined below. In any event, You, the Insured Person, are not an Eligible Dependent.

Eligible Dependents:

1. **Spouse** means Your spouse [or Domestic Partner] unless:

- a) You and Your spouse are legally separated or divorced [the domestic partnership is dissolved]; or
- b) He or she has attained the Policy Age Limit, if any, shown in the Schedule.

2. **Child** or **Children** means Your unmarried child, stepchild, legally adopted child, or foster child:

- a) who is less than age [19] and primarily dependent on You for support and maintenance; or
- b) who is at least age [19] but less than age [24] who:
 - 1) regularly attends an institution of learning; and
 - 2) is primarily dependent on You for support and maintenance.

Effective Date: Subject to payment of the premium due, each Eligible Dependent will become covered under the Policy on the later of:

1. the date You become an Insured Person;
2. the first day of the month on or next following the date We receive Your Written Request for coverage of Dependents; or
3. the date the person qualifies as an Eligible Dependent.

Termination: Coverage of each Eligible Dependent terminates on the Premium Due Date on or next following the earlier of:

1. the date You cease to be an Insured Person; or
2. the date he or she ceases to qualify as an Eligible Dependent.

However, if dependent's coverage would terminate because of Your death, coverage will continue until the premium due date on or next following Your death unless continued in accordance with the Surviving Spouse Continuation provision.

[Surviving Spouse Continuation: If You die while Your Spouse is covered under the Policy, Your Surviving Spouse may continue:

1. his or her coverage; and
2. coverage of Your dependent children who were covered by the Policy on the date of Your death.

We must receive a request and the required premium to continue the coverage within 31 days of the Premium Due Date next following the date of Your death.

Solely for the purpose of continuing the coverage, the Spouse will be considered the Insured Person.

However, this will not continue the spouse's or any dependent children's coverage beyond:

1. a date the coverage would normally cease under the Dependent Termination Provision; or
2. the premium due date next following the date the Spouse remarries.]

Request For Change In Coverage: If You give Us a Written Request for a change in the coverage of Your Eligible Dependents, and if he or she:

1. is not eligible for the coverage requested, it will not become effective; or
2. is eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

[Incapacitated Child: Coverage of a child who, on the date he or she reaches age [19] or [24], is:

1. covered under the Policy;
2. mentally or physically incapable of earning his or her own living; and
3. unmarried and primarily dependent on You for support and maintenance;

will not terminate solely due to age.

However, You must give Us written notice of the incapacity within 31 days of the termination date.

Coverage will continue as long as:

1. the incapacity continues; and
2. the required premium is paid.

We may, from time to time, require proof of continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.]

PREMIUMS

The first premium for each Covered Person is due on the date You enroll Yourself and any eligible Dependents under the Policy. Each premium after the initial premium is due at the end of the period for which Your preceding premium was paid. [We will send you a bill for the premium due in advance of the due date.] See the Schedule of Benefits for the Frequency of Premium payment.

Individual Grace Period: After the first premium has been paid, You will have a 31 day grace period following the date Your next premium is due. If Your premium has not been received by Us before the 31 day grace period, Your coverage under the Policy will terminate in accordance with the Termination Provision.

GENERAL EXCLUSIONS

The Policy does not cover any loss resulting from:

1. intentionally self-inflicted Injury, suicide or attempted suicide, whether sane or insane;
2. war or act of war, whether declared or undeclared;
3. Injury sustained while full-time in the armed forces of any country or international authority;
4. [travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.]
5. Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
6. Injury sustained while committing or attempting to commit a felony.

BENEFITS

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

If Injury to the Covered Person results, within 365 days of the date of a Covered Accident, in any one of the losses shown below, We will pay the benefit amount shown below for that Covered Loss. The Principal Sum is shown in the attached Schedule of Benefits. If multiple losses occur, only one benefit amount, the largest, will be paid for all losses due to the same Covered Accident.

For Loss of :	The Policy Pays:
Life	The Principal Sum
[One Hand and One Foot	The Principal Sum]
[Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum]
[Speech and Hearing	The Principal Sum]
[Either Hand or Foot and Sight of One Eye	The Principal Sum]
[Either Hand or Foot .	One-Half The Principal Sum]
[Sight of One Eye	One-Half The Principal Sum]
[Speech or Hearing	One-Half The Principal Sum]
[Thumb and Index Finger of Either Hand	One-Quarter The Principal Sum]

Loss means with regard to:

1. hands and feet, actual severance through or above wrist or ankle joints;
2. sight, speech or hearing, entire and irrecoverable loss thereof;
3. thumb and index finger, actual severance through or above the metacarpophalangeal joints.

Covered Dependents: We will pay percentage of Your Principal Sum as described in the Schedule of Benefits.]

[IN HOSPITAL INDEMNITY CASH

We will pay the Hospital Confinement Benefit shown in the Schedule of Benefits if a Covered Person is Hospital Confined and all of the following conditions are met.

1. The Hospital stay is the direct result, from no other causes, of Injuries sustained in a Covered Accident.
2. The Hospital stay begins within 7 days of a Covered Accident and lasts for the Time Period for Confinement shown in the Schedule of Benefits. We will pay this benefit retroactive to the first day of the Hospital stay.

Benefit payments will end on the first of the following dates:

1. the date the Hospital stay ends; or
2. the date the Covered Person dies; or
3. the date the Maximum Benefit Period for this benefit ends;
4. the date insurance under the Policy ends.]

[NON-OCCUPATIONAL WEEKLY ACCIDENTAL INCOME BENEFIT

We will pay the Benefit shown in the Schedule of Benefits (less Reductions and Other Income Benefits) if a Covered Person is Totally Disabled as a direct result of, and from no other cause but, a Covered Accident. Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the Schedule of Benefits for this benefit is satisfied; and
2. the Covered Person provides satisfactory proof of Total Disability to Us.

Benefit Payments will end on the first of the following dates:

1. the date the Covered Person dies; or
2. the date the Covered Person is no longer Totally Disabled; or
3. the date the Maximum Benefit Period for this benefit ends; or
4. the date the Covered Person fails to submit satisfactory proof of continuing Total Disability.

Benefits are based on a week of seven days. If Your Benefits are due for a partial week, they will accumulate on a daily basis at a rate of one-seventh of Your weekly rate.

Reduction of Benefits Due to Other Sources of

Income: Your Disability benefit amount will be reduced as much as is necessary to keep the total of the amount payable plus all of Your income from other sources from being more than 70% of Your gross average weekly earnings from all salaries, wages, commissions, bonuses, and other direct regular income.

Exclusion:

In addition to the GENERAL EXCLUSIONS section in this Certificate, We will not provide benefits for a Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation, Employer Liability Law, or other similar law.

[This benefit is not available to Covered Dependent Children.]

In addition to the definitions in the GENERAL DEFINITIONS section, the following definition applies to this benefit:

Total Disability or Totally Disabled means, due to an Injury from a Covered Accident, a Covered Person:

1. if employed, cannot do any work for which he or she is, or may become, qualified by reason of education, experience or training; and
2. if not employed, cannot perform the normal and customary activities of a healthy person of like age and sex.]

[EXCESS ACCIDENT MEDICAL EXPENSE BENEFITS

After a Covered Person has satisfied the Deductible and subject to the Coinsurance amount shown in the Schedule of Benefits, We will pay Excess Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. Benefits are payable up to the Benefit Maximum Amount shown in the Schedule of Benefits.

Excess Accident Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person receives;
3. the first treatment or service occurs within 90 days of the **Covered Injury**; and
4. the medical expenses are incurred within 52 weeks of the **Covered Injury**.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

Covered Medical Expenses when Medically Necessary are:

1. Hospital room and board expenses: the daily room rate when a Covered Person is Hospital confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.

2. Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
3. Medical emergency care (room and supplies) expenses: incurred within 72 hours of an Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.
4. Outpatient surgical room and supply expenses for use of the surgical facility.
5. Outpatient diagnostic X-rays, laboratory procedures and tests.
6. Doctor non-surgical treatment/examination expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.
7. Doctor's surgical expenses.
8. Assistant surgeon expenses when Medically Necessary.
9. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
10. Outpatient laboratory test expenses
11. Physiotherapy (physical medicine) expenses on an inpatient or outpatient basis limited to one visit per day; expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, message or any form of physical therapy.
12. X-ray expenses (including reading charges) but not for dental X-rays
13. Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT Scan.
14. Dental Expenses including x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Accident.
15. Ambulance expenses for transportation from the emergency site to the Hospital.
16. Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
17. Prescription drug expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.
18. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for a Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
19. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.

Exclusions:

In addition to the GENERAL EXCLUSIONS section in this Certificate, We will not cover expenses under this additional benefit for:

1. Cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of the Covered Injury.
2. Any medical expenses related to pregnancy unless Medically Necessary for the treatment of the Covered Injury.
3. Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation Benefits, Employer Liability Law, or other similar law.
4. Travel outside of the United States of America.
5. Personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.
6. Treatment by an Immediate Family Member.
7. [Expenses incurred for dental care, treatment, repair or replacement of sound natural teeth unless Medically Necessary for the treatment of the Covered Injury.]
8. Expenses incurred for eye examinations, eye glasses, contact lenses or hearing aids or the fitting, repair or replacement of these items unless Medically Necessary for the treatment of the Covered Injury.
9. [A hernia.]
10. Routine physical examinations and related medical services [,][or] [elective treatment or surgery] [,][or] [Experimental/Investigational treatments or procedures].
11. [A Medical Repatriation.]
12. [Expenses incurred for psychological or psychiatric counseling of any kind or any expense for treatment of mental or nervous diseases or disorders.]
13. Expenses which the Covered Person is not legally obligated to pay.
14. [Expenses for Custodial Services or services provided by a private duty nurse unless such expenses are incurred as a result of a Covered Injury.]
15. [Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the Covered Injury has

caused further impairment in the underlying bodily condition.]

16. [Treatment involving conditions caused by repetitive motion injuries or cumulative trauma and not a result of a Covered Injury.]
17. [being legally intoxicated while operating a motor vehicle.
 - a. A Covered Person will be conclusively presumed to be legally intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed intoxicated under the law of the locale wherein the Accident occurred.
 - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or other similar items will be considered proof of the Covered Person's legal intoxication.
18. [Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless prescribed by a Physician for the Covered Person. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.)].

In addition to the definitions in the GENERAL DEFINITIONS section, the following definitions apply to this benefit:

Coinurance means the percentage of Usual and Customary Charges for which the Covered Person is responsible for a covered service. The Coinsurance percentage is shown in the Schedule of Benefits.

Deductible means the amount of Covered Medical Expenses that must be paid in full by You each Certificate Year for each Covered Person before any benefits are payable by Us. The Deductible is shown on the Schedule of Benefits.

Experimental / Investigational means treatment, a device or prescription medication which is recommended by a Doctor, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice; and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

Medically Necessary means the services or supplies provided by a Hospital or Doctor that are required to identify or treat an Injury and which are:

1. consistent with the symptom or diagnosis and treatment of a Covered Person's Injury;
2. appropriate with regard to standards of good medical practice;
3. not solely for the convenience of a Covered Person, a Doctor or other provider; and
4. the most appropriate supply or level of service that can be safely provided to the Covered Person.

Usual and Customary Charges means fees and prices generally charged within the locality where performed for Medically Necessary services and supplies required for treatment of cases of comparable severity and nature.]

CLAIMS

Notice of Claim: The person who has the right to claim benefits (the claimant or beneficiary) must give Us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice should include Your name and the Policy number. Send it to Our administrative notice or give it to Our agent.

Claim Forms: When We receive the notice of claim, We will send forms to the claimant for giving Us proof of loss. The forms will be sent within 15 days after We receive the notice of claim.

If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

Proof of Loss: Proof of loss must be sent to Us in writing within 90 days after:

1. the end of a period of Our liability for periodic payment claims; or
2. the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

Time of Claim Payment: We will pay any daily, weekly or monthly benefit due:

1. on a monthly basis, after We receive the proof of loss, while the loss and liability continue; or
2. immediately after We receive the proof of loss following the end of Our liability.

We will pay any other benefit due immediately after We receive the proof of loss.

Payment of Claims: We will pay any benefit due for loss of life:

1. according to the beneficiary designation in effect under the Policy at the time of death; or
2. if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at time of death; otherwise
3. to Your estate.

All other benefits due and not assigned will be paid to You, if living. Otherwise, the benefits may, at Our option, be paid:

1. according to the beneficiary designation; or
2. to Your estate.

If a benefit due is payable to:

1. Your estate; or
2. You or a beneficiary who is either a minor or not competent to give a valid release for the payment;

We may pay up to \$1,000 of the benefit due to some other person.

The other person will be someone related to You or the beneficiary by blood or marriage who We believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

Appealing Denial of Claims: If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to You. The written decision will:

1. give the specific reason or reasons for denial;
2. make specific reference to the Policy provision on which the denial is based;
3. provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

On any denied claim, You or Your representative may appeal to Us for a full and fair review. The claimant may:

1. request a review upon written application within 60 days of the receipt of claim denial;
2. review pertinent documents;
3. submit issues and comments in writing.

We will make a decision no more than 60 days after the receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after We receive the request for review. The written decision will include specific reasons on which the decision is based.

Examination and Autopsy: While a claim is pending We have the right, at our expense:

1. to have the person who has a loss examined by a physician when and as often as We feel is necessary; and
2. to make an autopsy in case of death where it is not forbidden by law.

Legal Actions: You cannot take legal action against us:

1. before 60 days following the date proof of loss is sent to us;
2. after 6 years following the date proof of loss is due.

Naming a Beneficiary: You may name a beneficiary or change a revocably named beneficiary by giving Your Written Request to the Policyholder. Your request takes effect on the date You execute it, regardless of whether You are living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment We made in good faith before the Policyholder received Your request.

Assignment: We will recognize any assignment You make under the Policy, provided:

1. it is duly executed; and
2. a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

Time Limit on Certain Defenses: After two years from the date on which a person becomes covered under the Policy, no statements, except fraudulent misstatements made by the Insured Person in the enrollment for coverage shall be used to void the Policy or deny a claim.

Fraudulent Misstatement: If a Covered Person makes a fraudulent misstatement in the application for coverage under the Policy, We may reduce or deny any claim or void the coverage at any time.

Wesco Insurance Company
Cleveland, OH 44131

**EMERGENCY MEDICAL EVACUATION
BENEFIT RIDER**

THIS RIDER PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS. IT ALSO PROVIDES LIMITED SICKNESS COVERAGE. IT IS, THEREFORE, IMPORTANT TO READ THIS RIDER CAREFULLY.

The [Policy] [Certificate] to which this Benefit Rider is attached is amended to include the following benefit:

This Ride is subject to all of the terms and condition of the Policy which are not in conflict with the terms of this Rider.

EMERGENCY MEDICAL EVACUATION EXPENSE COVERAGE

Subject to satisfaction of the Deductible Amount, We will pay the Benefit Amount shown in the Emergency Medical Evacuation Benefit Schedule if a Covered Person requires Emergency Medical Evacuation. Benefits payable are subject to the Benefit Amount shown in the Schedule.

Emergency Medical Evacuation Benefit Schedule	
Benefit Amount:	[\$5,000 - \$50,000]
Deductible Amount:	[\$100 - \$250 per evacuation]
Minimum Number of Miles	[50-200]

A Doctor, in coordination with the assistance company [*insert name of Assistance Company and contact information*], must order the Emergency Medical Evacuation and must certify that the severity of the Covered Person's Injury or Emergency Sickness warrants his or her Emergency Medical Evacuation to the closest adequate Hospital for the purpose of stabilizing the Covered Person's condition. It must be determined that such Emergency Medical Evacuation is required due to the inadequacy of local facilities and that the closest adequate Hospital is at least the Minimum Number of Miles shown in the Schedule from where the Covered Person resides.

Exclusions and Limitations: In addition to any appropriate Exclusions and Limitations shown in the Policy, We will not pay for any Emergency Medical Evacuation that is:

- 1) against the advice of a Doctor; or
- 2) for the purpose of obtaining medical care for a condition that is not the result of an Injury or Emergency Sickness.

Definitions: As they relate to this benefit.

Common Carrier means any regularly scheduled land, sea, and/or air conveyance operating under a valid license for the transportation of passengers for hire.

Covered Emergency Evacuation Expenses are the usual and customary expenses for necessary Transportation, related medical services and medical supplies incurred in connection with the Emergency Medical Evacuation of an Covered Person. All Transportation arrangements made for evacuating the Covered Person must be by the most direct and economical route possible. Expenses for Transportation must be:

- 1) ordered by the attending Doctor who must certify that the severity of the Covered Person's Injury or Emergency Sickness warrants his or her Emergency Medical Evacuation and adequate medical treatment is not locally available;
- 2) required by the standard regulations of the conveyance transporting the Covered Person; and
- 3) authorized in advance by [*add appropriate contact information – Insurer or name authorized representative*]. In the event the Covered Person's Injury or Emergency Sickness prevents prior authorization of the Emergency Medical Evacuation, [*add appropriate contact information*] must be notified as soon as reasonably possible.

Emergency Medical Evacuation means the Covered Person's medical condition warrants immediate transportation from the place where the Covered Person is Injured or Sick to the nearest Hospital where appropriate medical treatment can be obtained.

Emergency Sickness means an illness or disease, diagnosed by a legally licensed Doctor, which meets all of the following criteria:

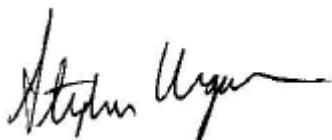
- 1) there is a present severe or acute symptom requiring immediate care and the failure to obtain such care could reasonably result in serious deterioration of the Covered Person's condition or place his or her life in jeopardy;
- 2) the severe or acute symptom occurs suddenly and unexpectedly; and
- 3) the severe or acute symptom occurs while coverage is in force.

Transportation means any land, sea or air conveyance required to transport the Covered Person during an Emergency Medical Evacuation. Transportation includes, but is not limited to, Common Carrier, air ambulances, land ambulances and private motor vehicles.

Usual and Customary means the most common charge for similar professional services, drugs, procedures, devices, supplies or treatment within the city in which the charge is incurred.

Special Limitation: In the event [[add appropriate contact information](#)] could not be contacted to arrange for emergency Transportation, benefits are limited to the amount We would have paid had We or Our authorized representation had been contacted.]

In Witness Whereof We Have caused this Rider to be signed by our President and Secretary.



Secretary



President

Wesco Insurance Company

Cleveland, OH 44131

EMERGENCY ROOM BENEFIT RIDER

THIS RIDER PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS. IT ALSO PROVIDES LIMITED SICKNESS COVERAGE. IT IS, THEREFORE, IMPORTANT TO READ THIS RIDER CAREFULLY.

The [Policy] [Certificate] to which this Benefit Rider is attached is amended to include the following benefit:

This Rider is subject to all of the terms and condition of the Policy which are not in conflict with the terms of this Rider.

EMERGENCY ROOM COVERAGE

We will pay the Benefit Amount shown in the Emergency Room Benefit Schedule if a Covered Person requires Medically Necessary treatment by a Doctor in a Hospital emergency room for a Medical Emergency due to Injury or Sickness. This benefit will be paid in addition to any other benefits that may be payable under the Policy.

Emergency Room Benefit Schedule	
Benefit Amount:	[\$100-\$1,000] per Visit
Maximum Number of Visits:	[1-5] Visits per Covered Person per Calendar Year

Exclusions and Limitations to: In addition the appropriate Exclusions shown in the Certificate of Coverage, We will not pay for any loss as a result of:

- 1) All types of hernia, however caused,
- 2) Injury or Sickness arising out of or in the course of employment for wage or profit, unless the Covered Person is ineligible for or legally exempt from Workers' Compensation coverage;
- 3) any loss to which a contributing cause was the Covered Person's being engaged in any illegal occupation or activity;
- 4) Injury or Sickness to which a contributing cause was the Insured Person being under the influence of or resulting from the use of intoxicants, including alcohol; or
- 5) related to pregnancy or childbirth; except that Complications of Pregnancy will be covered as any other Sickness;
- 6) any loss to which a contributing cause was the Covered Person's participation as a professional in athletics.

Pre-Existing Conditions Limitation: Expenses incurred for treatment of Pre-existing Conditions are not covered for the first 12 months following a Covered Person's Effective Date of Coverage under the Group Policy. This limitation will not apply to any loss due to pregnancy.

Definitions: As they relate to this benefit:

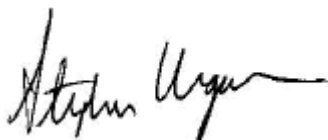
Medical Emergency means the sudden onset of a medical condition for which the Covered Person seeks immediate medical treatment at the nearest available facility. The condition must be one that manifests itself by acute symptoms that are sufficiently severe that, without immediate medical attention, could reasonably be expected to result in:

1. placing the Insured Person's health in serious jeopardy;
2. serious impairment of bodily functions; or
3. serious dysfunction of any bodily organ or part.

Medically Necessary means treatment that is prescribed by Your Physician to diagnose or treat an Injury or Sickness, that are known to be safe and effective by the majority of licensed Physicians who diagnose or treat that Injury or Sickness.

Sickness means a sickness, illness or disease which occurs after the effective date of coverage under this certificate and while this certificate is in force. Pregnancy will be considered the same as Sickness under the Policy.

In Witness Whereof We Have caused this Rider to be signed by our President and Secretary.



Secretary



President

**ARTICLES OF INCORPORATION
OF
NATIONWIDE BENEFITS ASSOCIATION
(A Non-Profit Corporation)**

FILED
in the Office of the
Secretary of State of Texas

APR 05 1996

UNITED STATES SECTION

ARTICLE ONE

The name of the Corporation is **NATIONWIDE BENEFITS ASSOCIATION.**

ARTICLE TWO

The Corporation is a non-profit corporation.

ARTICLE THREE

The period of its duration is perpetual.

ARTICLE FOUR

The Corporation is organized exclusively for charitable, religious, educational, or scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, including, but not limited to, providing educational scholarships for association members and their children and providing funds to assist other non-profit groups involved in medical research. The association will be made up of dues paying members who receive other association benefits.

ARTICLE FIVE

The street address of its initial Registered Office, and the name of its initial Registered Agent at this address, is as follows:

Lawyer's Aid Service, Inc.
408 West 17th Street, Suite 101
Austin, Texas 78701

ARTICLE SIX

The number of initial Directors is five. The names and addresses of the initial directors are:

Mustafa Tameez
4444 Westheimer #206
Houston, Texas 77027

Mahmoud (Mike) Rabie
10502 McAfee Court
Houston, Texas 77031

Lester Eugene Cope
8590 Ariel Street
Houston, Texas 77074

Jaren Current
1900 First Street #2080
Humble, Texas 77338

Jerry A. Bush
4901 Del Rio Court
Grandbury, Texas 76049

ARTICLE SEVEN

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in Article Four hereof. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including the publishing or distribution of statements), any political campaign on behalf of any candidate for public office.

ARTICLE EIGHT

Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any future Federal Tax Code, or (b) by a corporation, contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code.

ARTICLE NINE

Upon the Dissolution of the Corporation, assets shall be distributed for one or more exempt purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principle office of the Corporation is then located, exclusively for such purposes or to such organization(s), as said Court shall determine, which are organized and operated for such purposes.

ARTICLE TEN

The name and address of the Incorporator is:

Marilyn S. Hershman
408 W. 17th Street, Suite 101
Austin, Texas 78701-1207
(512) 474-2002

IN WITNESS WHEREOF: I have hereunto set my hand this 5th day of April, 1996.

Marilyn S. Hershman
Marilyn S. Hershman, Incorporator

JAN 06 2005

**ARTICLES OF AMENDMENT
TO THE
ARTICLES OF INCORPORATION
OF
NATIONWIDE BENEFITS ASSOCIATION**

Corporations Section

1. The name of the Corporation is Nationwide Benefits Association.
2. Article Four is hereby amended to read as follows:

The Corporation is organized exclusively for charitable, religious, educational or scientific purpose, including the fostering and promoting of education concerning the advantages and availability of suitable discounted medical and medical related benefits and services in respect to its members. Such education includes not only the collection and dissemination of statistics and other relevant and reliable information, facts and data concerning medical issues and related matters, but also the location and determination of suitable and appropriate medical and medical related discount products and services needed and desired by members at efficient and reasonable costs. Such educational activities also include emails, newsletters, conferences, meetings, seminars, forums and other means of effective communication to members and others.

The Corporation shall make distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future Federal tax code including, but not limited to, providing educational scholarships for Corporation members and their children, and the providing of funds to assist other non-profit groups involved in medical research or medical treatment. The Corporation shall also solicit donations from members and others and distribute such funds accordingly.

No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or campaign on behalf of any candidate for public office.

The Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any future Federal Tax Code; or (b) by a

corporation, contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code.

3. Article seven is hereby deleted in its entirety
4. Article eight is hereby deleted in its entirety.
5. At the Annual Meeting of the Members of the Corporation held on December 2, 2004 at which a quorum of the members were present, the above reference amendment changing the purpose of the Corporation received at least a two thirds (2/3) vote of its members.



George R. Katosic
Secretary & Director
NationwideBenefits Association

FILED
In the Office of the
Secretary of State of Texas
MAR 23 2005
Corporations Section

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
NATIONWIDE BENEFITS ASSOCIATION**

Secretary of State File No. 0139537801

Pursuant to Articles 4.01-4.05 of the Texas Non-Profit Corporation Act, the undersigned, a duly appointed officer of the corporation, submits the following Articles of Amendment to the corporation's original Articles of Incorporation or any amendments made from time to time.

FIRST: The current name of the corporation is: **Nationwide Benefits Association.**

SECOND: The following amendment of the Articles of Incorporation was adopted by the corporation in the manner prescribed by the Texas Non-Profit Corporation Act:

1. ARTICLE FIRST is amended to read as follows:

**ARTICLE FIRST.
NAME OF CORPORATION**

The name of the corporation is: **NationalWay Healthcare Association.**

THIRD: The board of directors adopted a resolution setting forth the proposed amendment and directed that it be submitted to a vote at a meeting of members having voting rights. On March 1, 2005 a special meeting of members having voting rights was held for the purpose of adopting the proposed amendment. A quorum was present at such meeting and the amendment was adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy were entitled to cast.

**NationalWay Healthcare Association,
f/k/a Nationwide Benefits Association**

By:


George R. Katosic, Secretary

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
NATIONALWAY HEALTHCARE ASSOCIATION**

FILED
In the Office of the
Secretary of State of Texas

DEC 16 2005

Corporations Section

Secretary of State File No. 0139537801

Pursuant to Art. 1396 - 4.01 through 4.05 of the Texas Non-Profit Corporation Act, the undersigned, a duly appointed officer of the corporation, submits the following Articles of Amendment to the corporation's original Articles of Incorporation or any amendments made from time to time.

FIRST: The current name of the corporation is: **NationalWay Healthcare Association.**

SECOND: The following amendment of the Articles of Incorporation was adopted by the corporation in the manner prescribed by the Texas Non-Profit Corporation Act:

1. ARTICLE FOUR is amended to read as follows:

**ARTICLE FOUR.
PURPOSES**

Purposes. The corporation is organized exclusively for charitable, religious, educational or scientific purposes including (a) the fostering and promoting of education and research concerning the advantages and availability of suitable discounted medical, medically related, non-medical and other benefit and service programs as allowed by law; (b) the collection and dissemination of statistics and other relevant and reliable information, facts and data concerning the benefits, medical issues and other related matters; (c) the location and determination of suitable and appropriate benefits, medical and other related products and services needed and desired by members at efficient and reasonable costs; and (d) the providing of emails, internet websites, media, newsletters, conferences, meetings, seminars, forums and other means of effective communication to members and others concerning the purposes of the corporation.

THIRD: The board of directors adopted a resolution setting forth the proposed amendment and directed that it be submitted to a vote at a meeting of members having voting rights. On December 8, 2005 a special meeting of members having voting rights was held for the purpose of adopting the proposed amendment. A quorum was present at such meeting and the amendment was adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy were entitled to cast.

NationalWay Healthcare Association

By:


George R. Katosic, Secretary

Form 424
(Revised 12/09)

Submit in duplicate to:
 Secretary of State
 P.O. Box 13697
 Austin, TX 78711-3697
 512 463-5555
 FAX: 512/463-5709
 Filing Fee: See instructions

**Certificate of Amendment**

This space reserved for office use.

FILED
 In the Office of the
 Secretary of State of Texas

JUL 01 2010

Corporations Section**Entity Information**

The name of the filing entity is:

NationalWay Healthcare Association

State the name of the entity as currently shown in the records of the secretary of state. If the amendment changes the name of the entity, state the old name and not the new name.

The filing entity is a: (Select the appropriate entity type below.)

- | | |
|---|---|
| <input type="checkbox"/> For-profit Corporation | <input type="checkbox"/> Professional Corporation |
| <input checked="" type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> Professional Limited Liability Company |
| <input type="checkbox"/> Cooperative Association | <input type="checkbox"/> Professional Association |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership |

The file number issued to the filing entity by the secretary of state is: 0139537801The date of formation of the entity is: 04/05/1996**Amendments****1. Amended Name**

(If the purpose of the certificate of amendment is to change the name of the entity, use the following statement)

The amendment changes the certificate of formation to change the article or provision that names the filing entity. The article or provision is amended to read as follows:

The name of the filing entity is: (state the new name of the entity below)

NationalWay

The name of the entity must contain an organizational designation or accepted abbreviation of such term, as applicable.

2. Amended Registered Agent/Registered Office

The amendment changes the certificate of formation to change the article or provision stating the name of the registered agent and the registered office address of the filing entity. The article or provision is amended to read as follows:

Registered Agent
(Complete either A or B, but not both. Also complete C.)

☐ A. The registered agent is an organization (cannot be entity named above) by the name of:

OR

☐ B. The registered agent is an individual resident of the state whose name is:

<i>First Name</i>	<i>M.I.</i>	<i>Last Name</i>	<i>Suffix</i>
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The person executing this instrument affirms that the person designated as the new registered agent has consented to serve as registered agent.

C. The business address of the registered agent and the registered office address is:

<i>Street Address (No P.O. Box)</i>	<i>City</i>	<i>State</i>	<i>Zip Code</i>
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TX

3. Other Added, Altered, or Deleted Provisions

Other changes or additions to the certificate of formation may be made in the space provided below. If the space provided is insufficient, incorporate the additional text by providing an attachment to this form. Please read the instructions to this form for further information on format.

Text Area (The attached addendum, if any, is incorporated herein by reference.)

☐ Add each of the following provisions to the certificate of formation. The identification or reference of the added provision and the full text are as follows:

☒ Alter each of the following provisions of the certificate of formation. The identification or reference of the altered provision and the full text of the provision as amended are as follows:
See Attached Articles of Amendment to Articles of Incorporation of NationalWay Healthcare Association

☐ Delete each of the provisions identified below from the certificate of formation.

Statement of Approval

The amendments to the certificate of formation have been approved in the manner required by the Texas Business Organizations Code and by the governing documents of the entity.

Effectiveness of Filing (Select either A, B, or C.)

- A. ☒ This document becomes effective when the document is filed by the secretary of state.
- B. ☐ This document becomes effective at a later date, which is not more than ninety (90) days from the date of signing. The delayed effective date is: _____
- C. ☐ This document takes effect upon the occurrence of a future event or fact, other than the passage of time. The 90th day after the date of signing is: _____

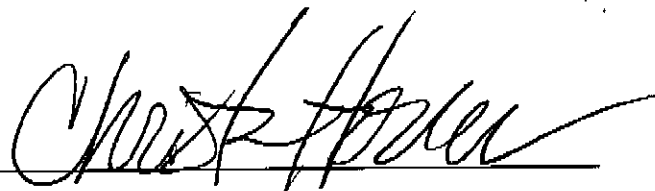
The following event or fact will cause the document to take effect in the manner described below:

Execution

The undersigned signs this document subject to the penalties imposed by law for the submission of a materially false or fraudulent instrument and certifies under penalty of perjury that the undersigned is authorized under the provisions of law governing the entity to execute the filing instrument.

Date: 07/01/2010

By: _____



Signature of authorized person

Christa Hoover

Printed or typed name of authorized person (see instructions)

**ARTICLES OF AMENDMENT
TO
ARTICLES OF INCORPORATION
OF
NATIONALWAY HEALTHCARE ASSOCIATION**

Secretary of State File No. 0139537801

Pursuant to Art. 1396 - 4.01 through 4.05 of the Texas Non-Profit Corporation Act, the undersigned, a duly appointed officer of the corporation, submits the following Articles of Amendment to the corporation's original Articles of Incorporation or any amendments made from time to time.

FIRST: The current name of the corporation is: **NationalWay Healthcare Association.**

SECOND: The following amendments of the Articles of Incorporation was adapted by the corporation in the manner prescribed by the Texas Non-Profit Corporation Act:

1. ARTICLE FIRST is amended to read as follows:

**ARTICLE FIRST.
NAME OF CORPORATION**

The name of the corporation is: **NationalWay.**

2. ARTICLE FOUR is amended to read as follows:

**ARTICLE FOUR.
PURPOSES**

Purposes. The corporation is organized exclusively for charitable, religious, educational or scientific purposes including (a) the fostering and promoting of education and research concerning the advantages and availability of suitable lifestyle, consumer, health related, non-health related and other assistive, protective, and other benefit and service programs as allowed by law; (b) the collection and dissemination of statistics and other relevant and reliable information, facts and data concerning the stated benefits, issues and other related mailers; (c) the location and determination of suitable and appropriate benefits of the nature of lifestyle, consumer, health related and non-health related and other related products and services needed and desired by members at efficient and reasonable costs; and (d) the providing of emails, internet websites, media, newsletters, conferences, meetings, seminars, forums and other means of effective communication to members and others concerning the purposes of the corporation.

3. CREATION OF TRADE / INSTIUTIONAL / CORPORATE CATEGORIES

Be it Be it RESOLVED, that the association hereby authorizes creation of CREATION OF TRADE / INSTIUTIONAL / CORPORATE CATEGORIES

by two classes of workers residing in the United States as shown below. It is further recognized that this class of association members may be offered member benefits that may have greater, lesser or unique benefit structures from the members in the general association or other CREATION OF TRADE / INSTIUTIONAL / CORPORATE CATEGORIES.

(A) Members: Categories, Classes, Qualifications, Rights:

a. Categories

1. **Trade Group/Association** - Industries include, but are not limited to;
Industries as identified by SIC Codes as published by U.S. government agencies)
2. **Business firm, partnership, corporation or other entity member** – Those whose activities in relation to the entity who are their eligible employees who are actively at work performing all the normal duties of their job at their normal place of business.
3. **Franchise Members** (a business or group of businesses authorized to distribute a franchisor's services, goods and brand pursuant to a contractual franchise agreement).
4. **Affinity Organizations** - Those organizations that have been created to indentify members with a commonality of purpose or interest.

b. Classes - The Members of each Class of CREATION OF TRADE / INSTIUTIONAL / CORPORATE CATEGORIES shall be divided into two classes: Association Members and Associate Members.

1. **Association Member** – Members involved in the above created classification member is defined as any firm or corporation who is engaged in the employment of hourly waged workers' and independent contractors or sole proprietor.

2. **Associate Member** - Associate members are entities or individuals that supply goods or services to Association Members of the same categories created above or are otherwise interested in furthering the mission of the Association.

c. Qualifications. The qualifications for CREATION OF TRADE / INSTIUTIONAL / CORPORATE CATEGORIES membership shall be as follows:

(a) The intent of membership is to promote the objectives of the organization without requiring a member in each classification to necessarily contribute to all issues of the objectives.

(b) To be eligible for membership in any class, or for retention of membership in any class, a person must:

1. Demonstrate that a proportionately fair share of the member's time is spent in activities related to their particular endeavor supplying goods or services or otherwise participating in their class.
2. Demonstrate that his/her interest in membership is in support of the stated objectives of the organization.
3. Transfers. The Board of Directors shall transfer from one class of membership to another, or may remove from membership, any person whose qualifications change as to warrant such action.

d. Rights.

- i. Privileges - Members and associate members shall have all the rights and privileges of the Corporation accorded to them by statute in the Articles of Incorporation and the Bylaws.
- ii. Voting Rights - Each Association Member shall have the same voting privileges as provided in them by statute in the Articles of Incorporation and in the Bylaws. Each Associate member shall have no voting or officer privileges.

THIRD: The board of directors adopted a resolution setting forth the proposed amendment and directed that it be submitted to a vote at a meeting of members having voting rights. On June 24, 2010 a special meeting of members having voting rights was held for the purpose of adopting the proposed amendment. A quorum was present at such meeting and the amendment was adopted upon receiving at least two-thirds (2/3) of the votes which members present at such meeting in person or by proxy were entitled to cast.

NationalWay
f/k/a NationalWay Healthcare Association

By: Christa Hoover
Christa Hoover, Secretary

BYLAWS

NATIONWIDE BENEFITS ASSOCIATION

ARTICLE 1 **PURPOSES AND POWERS**

1.01 **PURPOSES.** The Association is organized exclusively for charitable, religious, educational, or scientific purposes including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under Section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, including, but not limited to, providing educational scholarships for association members and their children and providing funds to assist other non-profit groups involved in medical research. The Association will be made up of dues paying members who receive other Association benefits.

No part of the net earnings of the Association shall insure to the benefit of, or be distributable to its members, directors, officers, or other private persons, except that the Association shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of its purposes set forth herein. No substantial part of the activities of the Association shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Association shall not participate in, or campaign on behalf of any candidate for public office.

Notwithstanding any other provision of these Bylaws, the Association shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal Income Tax under Section 501(c)(3) of the Internal Revenue Code, or the corresponding provisions of any future Federal Tax Code, or (b) by a corporation, contributions to which are deductible under Section 170 (c)(2) of the Internal Revenue Code, or the corresponding section of any future Federal Tax Code.

1.02 **POWERS.** The Association shall possess all powers which a corporation may have that is organized under the Texas General Nonprofit Corporation Act, as the same from time to time may be amended, with the aforesaid purposes for which the Association is organized.

ARTICLE 2 **OFFICES AND AGENT**

2.01 **PRINCIPAL OFFICE.** The principal office of the Association in Texas shall be located at such place as the board of directors from time to time may designate by duly adopted resolution. In addition, the Association may maintain other offices either within or without Texas as its business so requires.

2.02 **REGISTERED OFFICE.** The registered office of the Association may, but need not be the same as its principal office. The address of the registered office will be identical with the office of the registered agent of the Association. Such office will be continuously maintained within Texas for the duration of this Association. The board of directors may from time to time change the address of its registered office by duly adopted resolution and submission of the appropriate forms to the Office of the Secretary of State.

2.03 **SELECTION OF REGISTERED AGENT.** The registered office of the Association may be either an individual, resident in Texas, or a domestic or foreign corporation, authorized to act as such

agent. This Association in Texas will continuously maintain such an agent. A new registered agent may be appointed if the registered office of such agent becomes vacant for any reason or such agent becomes disqualified or incapacitated to act, or if the Association through the board of directors revokes the appointment of such agent by duly adopted resolution. The new appointment will be made by duly adopted resolution of the board of directors and submission of the appropriate forms to the Office of the Secretary of State. Such registered agent shall be recognized as an agent of the Association on whom any process, notice or demand required or permitted by law to be served on a corporation may be served.

2.04 RESIGNATION OF REGISTERED AGENT. The Association will not recognize the resignation of any registered agent appointed by it, or the discontinuance of any registered office, unless it receives a copy of such agent's resignation, or discontinuance of registered office, as sent to the Office of the Secretary of State, such copy to be delivered or sent to the Association registered or certified mail, addressed to the Principal Office of the Association and directed to the attention of the secretary of the Association. A copy of such notice shall be delivered or mailed no later than the date of filing of the statement with the Office of the Secretary of State; and such statement of resignation, or discontinuance of registered office, shall be effective on the earlier of the filing by the Association of an amendment to its annual registration statement designating a new registered agent, or registered office if discontinued, or the thirty-first (31st) day after the date on which the statement was filed.

ARTICLE 3 **MEMBERSHIP**

3.01 QUALIFICATION. Membership in the Association shall be open to those persons who subscribe to the purposes of the Association as set forth above in Section 1.01. In addition, membership may be open to the immediate family of any person who becomes a member of the Association. The term "immediate family" as used herein shall be defined to mean spouse, children under age nineteen (19) and dependent children up to twenty-three (23) years of age.

3.02 APPLICATION AND ADMISSION. Application for membership shall be made in writing or via the internet and shall contain such information as the Association may require. Each application shall be accompanied by an initiation fee and monthly dues in an amount determined pursuant to Section 3.09 of these Bylaws. If an application for membership is not granted, the monthly dues shall be refunded to the applicant.

3.03 MEMBERS. Any member who is not in default in the payment of dues for a period of one (1) month or more from the beginning of the period for which such dues become payable shall be entitled to all of the rights, privileges and benefits provided to such members as so determined by the Association. The membership of a member may be terminated by the Association in the manner provided by Section 3.05 of these Bylaws. The board of directors may at any time designate other classes of members.

3.04 VOTING RIGHTS. Members shall have voting rights as specifically set forth in these Bylaws.

3.05 TERMINATION OF MEMBERSHIP. Membership in the Association terminates upon the death of a member. Furthermore a member shall be automatically terminated without notice from membership in the Association without notice for nonpayment of dues in a timely manner as set forth in Sections 3.03 above.

3.06 RESIGNATION. Any member or his duly authorized attorney-in-fact may resign, but such resignation shall not entitle such member to any refund of dues and the member shall immediately lose all privileges and rights of the Association.

3.07 REINSTATEMENT. The Association may reinstate a former member to membership in the Association upon such terms, as the Association may deem appropriate.

3.08 TRANSFER OF MEMBERSHIP. Membership in this Association is not transferable or assignable.

3.09 DUES. The board of directors shall from time to time determine the initiation fee and amount of dues payable to the Association by its members.

3.10 PAYMENT OF DUES. Dues shall be payable monthly or annually or in such other manner as the Association may so determine.

ARTICLE 4 **MEETINGS OF MEMBERS**

4.01 ANNUAL MEETING. An annual meeting of the members of the Association or their duly chosen representatives shall be held for the purpose of electing directors of the Association. The time for the annual meeting shall be 5:00 p.m. and the date and place for such annual meeting shall be the same as that of the annual meeting of the board of directors. Should any such day in any year constitute a legal holiday for all businesses in Texas, then the meeting will be held the next regular business day. This provision of the Bylaws constitutes notice to all members of annual meetings for all years and instances, and no further notice, written or otherwise, shall be required although such notice may be given. Failure to hold any annual meeting of the members of the Association shall not result in dissolution of the Association nor otherwise affect valid Association acts. The board of directors may change the date, time and location of any annual meeting at any time.

4.02 SPECIAL MEETINGS. Special meetings of members of the Association may be called by the president, secretary, board of directors or by members having not less than one-twentieth (1/20) of the votes entitled to be cast at such meeting.

4.03 PURPOSE FOR MEETINGS. The purpose for an annual or special meeting of the members of the Association is for the election of directors of the Association and/or any other business in the purview of the members.

4.04 PLACE OF MEETINGS. The place of meetings of members of the Association shall be at the administrative office of the Association, or, if additional space be required, at a suitable location nearby. Said meetings may also be held at any other place or places as the Association may designate.

4.05 NOTICE OF MEETINGS. If any written or printed notice stating the place, day and hour of any annual or special meeting of the members is given, it shall be delivered, either personally or by mail [including electronic mail (e-mail)], to each member, or to each member's proxy as set forth in Section 4.08 below, not less than ten (10) nor more than fifty (50) days before the date of such meeting, by or at the direction of the president, or secretary, or the officers or persons calling the meeting. If mailed, the notice of a meeting shall be deemed delivered when deposited in the United States Mail addressed to the member at his address, or to the member's proxy at his address, as it

appears on the records of the Association, with postage thereon prepaid. If e-mailed, the notice of a meeting shall be deemed delivered when sent to the e-mail address of the member or to the member's proxy at his e-mail address, as they so appear on the records of the Association.

4.06 QUORUM. One hundred (100) members of the Association, represented in person or by proxy, shall constitute a quorum for the election of directors at any meeting of the members. If, however, such quorum shall not be present or represented at any meeting of the members, the members entitled to vote thereat, present in person or by proxy, shall have the power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum shall be present in person or by proxy. At such adjourned meeting at which a quorum shall be present or represented, any business may be transacted which might have been transacted at the meeting as originally notified. In addition, if a quorum is present at any meeting of the members, upon the affirmative vote of at least ten (10) members present and entitled to vote thereat, the meeting shall be adjourned for a period of thirty (30) days, without notice other than announcement at the meeting and at such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

4.07 MANNER OF ACTING. The act of a majority of the members present at any regular or special meeting shall constitute the act of the members.

4.08 INFORMAL ACTION BY MEMBERS. Upon approval by the directors, any action required to be taken at a meeting of the members of the Association or any other action which may be taken at a meeting, may be taken without a meeting if consents in writing, setting forth the action so taken, shall be signed by a majority of the members, or the members' proxies, with respect to the subject matter thereof. The election of directors of the Association may be taken without a meeting if consent is in writing, setting forth the action so taken, shall be signed by the majority of members entitled to vote thereon, or the members' proxies, with respect to the election of directors.

4.09 PROXIES BY MEMBERS. A member of the Association may, at any time, give his written proxy to any director or officer of the Association, for purposes of voting at any meetings of the members, or consenting in writing to any action required to be taken at such meetings, or receiving notice of any said meetings. However, such members can revoke this proxy in writing at anytime by sending it to the Association. Any person who becomes a member shall execute an appropriate written proxy if such person desires to have any director or officer of the Association receive notice of and vote and act on said member's behalf in regard to any such meetings of the members. No proxy may be used for voting purposes unless the original of the proxy is filed with the secretary of the Association at least ten (10) days before the meeting at which it is to be used.

4.10 VOTING. When a quorum of members is present in person and/or by proxy at any meeting, the vote of the majority of members present and/or by proxy shall decide any questions brought before such meeting, unless the question is one upon which, by express provision of law or of the Association's Articles of Incorporation, a different vote is required, in which case such express provision shall govern and control the decision of such question.

4.11 MATTERS RESERVED TO MEMBERSHIP VOTE. The following matters shall be authorized only upon a vote by the members or their proxies at a meeting called to consider such matter; an amendment to the Association's Articles of Incorporation; and any other matter required by law or which the board of directors, in its sole discretion, by resolution shall commit to a vote of the members.

ARTICLE 5

BOARD OF DIRECTORS

5.01 **GENERAL POWERS.** The business and affairs of the Association and all corporate powers shall be managed by or under the direction of the board of directors.

5.02 **NUMBER, TENURE, AND ELECTION.** The board of directors shall consist of three (3) or more directors, but no more than nine (9) directors and may be changed from time to time by resolution of the board of directors. Each director shall hold office for a term of twelve (12) months and be eligible for reelection. Directors shall be elected by a majority vote of the members of the Association, or by the members' proxies. Such election of directors may be conducted by mail. Each director will hold office for the term for which elected and until a successor has been elected and qualified or until his earlier death, resignation or removal.

5.03 **CHANGE IN NUMBERS.** The number of directors may be increased or decreased from time to time by amendment to these Bylaws, but no decrease shall have the effect of shortening the term of any incumbent director. Any directorship required to be filled by reason of an increase in the number of directors shall be filled by the directors of the Association.

5.04 **QUALIFICATION OF DIRECTORS.** The qualification for becoming and remaining a director of this Association are as follows:

- (a) Directors must be residents of any state in the United States of America.
- (b) Directors must be members of the Association.
- (c) Proposed directors must be nominated by existing directors.
- (d) Directors must attend at least seventy-five percent (75%) of the annual and special meetings of the board of directors.

5.05 **ANNUAL MEETINGS.** A regular annual meeting of the board of directors shall be held at 6:00 p.m. on the third Thursday in January each year. Should any such day in any year constitute a legal holiday for all businesses in Texas, then the meeting will be held the next regular business day. This provision of the Bylaws constitutes notice to all directors of annual meetings for all years and instances, and no further notice shall be required although such notice may be given. The Directors may change the date, time and location of any regular annual meeting at any time.

5.06 **SPECIAL MEETINGS.** Special meetings of the board of directors may be called by or at the request of the President or any two (2) directors. All special meetings shall be held at the registered office of the Association unless otherwise agreed upon by the majority of the Board of Directors in attendance at the meeting.

5.07 **NOTICE OF SPECIAL MEETINGS.** Notice of any special meetings of the board of directors and the business to be transacted shall be given at least five (5) days previously thereto by written notice delivered personally, sent by mail or telegram or by facsimile to each director at his address (or facsimile number) as shown by the records of the Association. If notice be given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any director may waive notice of any special meeting. The attendance of a director at any special meeting shall constitute a waiver of notice of such meeting, except where a

director attends a special meeting for the express purpose of objecting to the transaction of any business because the special meeting is not lawfully called or convened. The purpose of any special meeting of the board of directors shall be specified in the notice of such meeting.

5.08 PLACE OF MEETING. The place of meeting of the board of directors shall be at the administrative office of the Association, or, if additional space be required, at a suitable location nearby. Said meeting may also be held at any other place or places as the Association may designate.

5.09 QUORUM. A majority of the board of directors will constitute a quorum; provided, that in no event will a quorum consist of less than fifty-one percent (51%) of the entire board. The act of a majority of the directors present at which a quorum is present will be the act of the board of directors unless a greater number is required under the provisions of Texas Nonprofit Corporation Act, the Articles of Incorporation of this Association, or any provision of these Bylaws.

5.10 NOTICE OF MEETING. Whenever by statute or the Articles of Incorporation or these Bylaws, notice is required to be given to directors, and no provision is made as to how the notices shall be given, it shall not be construed to mean personal notice, but any such notice shall be given (a) in writing, by mail, postage prepaid, addressed to the director at the address appearing on the books of the Corporation; or (b) in other manner permitted by law. Any notice required or permitted to be given by mail shall be deemed given at the time when the same is thus deposited in the United States mail.

5.11 MEETINGS BY COMMUNICATIONS EQUIPMENT. Directors may participate in and hold a meeting by means of telephone conference or similar communications equipment in which all persons participating in the meeting can hear each other. Participation in such a meeting shall constitute presence in person at the meeting, except where a person participates in the meeting for the express purpose of objecting to the transaction of any business on the ground that the meeting is not lawfully called or convened.

5.12 VACANCIES. Vacancies created by the death, resignation or removal of a director may be filled by a majority of the directors then in office though less than a quorum, and each director so chosen shall hold office until his successor is elected and qualified or until his earlier death, resignation or removal. A director may be removed at any time, with or without cause, by a vote of a majority of the remaining directors. If there are no directors in office, then an election of directors may be held in the manner provided by law. Newly created directorships shall be filled by the Board of Directors by election at an annual meeting or special meeting called for that purpose, or in any other manner provided by law or as set forth in these Bylaws.

5.13 RESIGNATION OF DIRECTOR. Any director may resign by giving written notice to the president or secretary. The resignation shall take effect at the time specified therein, or immediately if no time is specified therein. Unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

5.14 COMPENSATION. Directors of the Association may, by resolution duly adopted by the board of directors, be reimbursed for their reasonable expenses (i.e., travel, meals, lodging and entertainment) for attendance at each annual, regular or special meeting of the board, or receive a fixed sum for attendance at each meeting of the board of directors, or receive a stated fee as a director. Nothing herein contained shall be construed to preclude any director from serving the

Association in any other capacity and receiving compensation therefor upon approval by the board of directors.

5.15 MINUTES. The board of directors shall keep regular minutes of its proceedings. The minutes shall be placed in the Corporate Record Book of the Corporation.

5.16 MANNER OF ACTING. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the board of directors, except where otherwise provided by law or these Bylaws.

5.17 ACTION BY WRITTEN CONSENT. Any action which is required to be or may be taken at a meeting of the directors, or of any committee of the directors, may be taken without a meeting if consent in writing, setting forth the action so taken are signed by all of the members of the board of directors or of the committee as the case may be. The consents shall have the same force and effect as a unanimous vote at a meeting duly held. The secretary shall file the consents with the minutes or the meetings of the board of directors or of the committee as the case may be.

ARTICLE 6 **OFFICERS**

6.01 OFFICERS. The officers of the Association shall be a president, and may include an executive vice president as well as one or more vice presidents (the number thereof to be determined by the board of directors), a secretary and treasurer, or combination thereof, and such other officers as may be elected in accordance with the provisions of this Article. The board of directors may elect or appoint such other officers, including one or more assistant secretaries and one or more assistant treasurers, as it shall deem desirable; such officers to have the authority and perform such duties in the management of the Association as prescribed from time to time by the board of directors or as may be provided in these Bylaws. Any two or more officers may be held by the same person, except for the offices of president and secretary.

6.02 OFFICERS TO BE MEMBERS. Any person serving as an officer of the Association must be a member of the Association.

6.03 ELECTION AND TERM OF OFFICE. The officers of the Association shall be elected by the board of directors at the annual meeting of the board of directors for a term of twelve (12) months. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as convenient. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

6.04 VACANCIES AND ASSISTANTS. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled by the board of directors at any meeting for the unexpired portion of the term. New offices may also be created and filled by the board of directors at any such meeting. An assistant or assistants to the elected officers may be made available as necessary upon authorization by the board of directors.

6.05 CHAIRMAN OF THE BOARD OF DIRECTORS. The Chairman of the Board of Directors shall be the chief executive officer of the Association and shall have ultimate supervision and control of the business affairs of the Association. The Chairman shall perform all responsibilities incident to such office and other such responsibilities as may be provided in these Bylaws or as may be prescribed from time to time by the board of directors. The Chairman shall coordinate with and supervise the

activities of the president of the Association. The Chairman may also serve in the capacity of the president of the Association as such may be determined by the board of directors.

6.06 PRESIDENT. The president shall be the chief operating officer of the Association and shall, subject to the control of the board of directors, supervise and control the business affairs of this Association. The president shall perform all duties incident to such office and such other duties as may be provided in these Bylaws or as may be prescribed from time to time by the board of directors. The board of directors shall delegate to the president the necessary authority and responsibility for the administration of the affairs of the Association subject only to such Bylaws as may be adopted and such orders as may be issued by the board of directors relating to the operation of the Association and long range planning. The president shall be an ex-officio member of each directoral committee of the board without vote, except the executive committee on which he shall serve with vote, or, except as otherwise provided for in these Bylaws or through a resolution of the board of directors. He shall present a report at each annual meeting of the board of directors covering the operations of the Association during the preceding fiscal year.

6.07 EXECUTIVE VICE PRESIDENT. In the absence of the president, or in the event of his inability or refusal to act, the executive vice president shall perform the duties of the president, and when so acting, shall have all the powers of and be subject to all the restrictions upon the president. The executive vice president shall be the assistant chief administrative and operating officer. He shall serve as secretary to the board of directors and cause to be prepared notices and minutes of meetings of the board. The executive vice president shall be a member of the board of directors, the executive committee and all committees. With the assistance of committee chairmen, he shall be responsible for administrations of all activities in accordance with the policies and regulations of the board of directors. The executive vice president shall be responsible for hiring, discharging, directing and supervising all employees. He shall be elected or appointed annually by the executive committee.

6.08 VICE PRESIDENT. In the absence of the president and executive vice president or in the event of their inability or refusal to act, the vice president shall perform the duties of the president, and when so acting, shall have all the power of and be subject to all the restrictions upon the president. The vice president shall perform such other duties as from time to time may be assigned to him by the president or by the board of directors.

6.09 TREASURER. The treasurer or assistant treasurer shall have charge and custody of and be responsible for all funds and securities of the Association, receive and give receipts for monies received by the Association from any source whatsoever, and deposit all such monies in the name of the Association in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of Article 8 of these Bylaws. The treasurer or assistant treasurer shall prepare and present quarterly a detailed financial statement of the financial affairs of the Association. All of the duties, responsibilities and obligations of the treasurer (or assistant treasurers) may be assigned to a qualified third person or entity by written agreement. However, under such circumstances, the treasurer (or assistant treasures) shall retain ultimate responsibility for such functions.

6.10 SECRETARY. The secretary or assistant secretary of the Association shall keep the minutes of the meetings of the members and of the board of directors in one or more books provided for that purpose; oversee that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; be custodian of the corporate records of the Association; oversee that the seal of the Association, if any, is affixed to all documents, the execution of which on behalf of the Association

under its seal, if any, is duly authorized in accordance with the provisions of these Bylaws; keep or be assigned to a qualified third person or entity by written agreement (retaining ultimate responsibility); and in general perform all duties incident to the office of secretary and such other duties as from time to time may be assigned to the secretary or assistant secretary by the president or by the board of directors.

6.11 REMOVAL OF OFFICERS. Any officer elected or appointed to office may be removed by those persons authorized under these Bylaws to elect or appoint such officers whenever in their judgment the best interests of this Association would be served. However, such removal shall be without prejudice to the contractual rights, if any, of the officer so removed. Any election or appointment of an officer shall not of itself create contract rights.

6.12 RESIGNATION OF OFFICER. Any officer may resign by giving written notice to the president or the board of directors. The resignation shall take effect at the time specified therein. The acceptance of such resignation shall not be necessary to make it effective.

6.13 COMPENSATION. The compensation of officers of the Association, if any, shall be determined from time to time by the board of directors.

ARTICLE 7 **COMMITTEES**

7.01 ESTABLISHMENT OF COMMITTEES. The board of directors, by resolution adopted by a majority of the directors in office, may designate one or more committees, each of which shall consist of two (2) or more directors, which committees, to the extent provided in said resolution, shall have and exercise the authority of the Board of Directors in the management of the Association; but the designation of such committees and the delegation thereto of authority shall not operate to relieve the board of directors, or any individual director, of any responsibility imposed upon it or him by law.

7.02 EXECUTIVE COMMITTEE. The board of directors may designate and appoint an executive committee which shall consist of no less than three (3) members of the board and who each shall serve in such capacity for one (1) year, unless the board shall determine otherwise. The executive committee shall have the authority, those duties, and exercise those powers as such are determined from time to time by the board by resolution duly adopted and not inconsistent with these Bylaws. The executive committee shall have the authority of the board between its meetings, except for that business of the Association as can only be addressed by a majority of the board of directors at a meeting of said board. A majority of all the members of the executive committee may determine its action and fix the time and place of its meetings, unless the board shall otherwise provide. The board shall have the power at any time to change the number, powers, and members of the executive committee, to fill vacancies, and to discharge any such member of the executive committee.

7.03 BENEFITS REVIEW COMMITTEE. There may be a benefits review committee consisting of the president of the Association and at least two (2) other persons who are elected by the board of directors. The benefits review committee shall have the responsibility for locating and reviewing potential benefit programs for the members of the Association, and recommending such programs to the board of directors for its review, approval and adoption, if it believes it to be in the best interests of the members of the Association to do so. A majority of all the members of the benefits review committee may determine its action and fix the time and place of its meetings, unless the board shall otherwise provide. The board shall have the power at any time to change the number, powers, and

members of the benefits review committee, to fill vacancies, and to discharge any such member of the benefits review committee.

7.04 OTHER COMMITTEES. Other committees not having and exercising the authority of the board of directors in the management of the Association may be designated by a resolution duly adopted by the board of directors. Except as otherwise provided in such resolution, members of each such committee shall be members of the Association, and the president of the Association shall appoint the members thereof. Any member may be removed by the person or persons authorized to appoint such member whenever in his or their judgment the best interests of the Association will be served by such removal. At least one member of each committee shall be a director of the Association. A majority of all the members of such a committee may determine its action and fix the time and place of its meetings, unless the board shall otherwise provide. The board shall have the power at any time to change the number, powers, and members of such a committee, to fill vacancies, and to discharge any member of such a committee.

7.05 TERM OF OFFICE. Each member of a committee shall continue as such until the next annual meeting of the board of directors, unless the committee shall be sooner terminated, or unless such member is removed from such committee or resigns. A member of any committee shall be eligible for reappointment.

7.06 CHAIRMAN. One member of each committee shall be designated the chairman of such committee by the board of directors unless otherwise set forth in these Bylaws.

7.07 VACANCIES. Vacancies in the membership of any committee may be filled by appointment made in the same manner as provided in the case of original appointments.

7.08 QUORUM. Unless provided in the resolution duly adopted by the board of directors designating a committee, a majority of the entire committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

7.09 RULES. Each committee may adopt rules for its own government not inconsistent with these Bylaws or with rules adopted by the board of directors.

ARTICLE 8

CONTRACTS, CHECKS, DEPOSITS, AND FUNDS

8.01 CONTRACTS. The board of directors may authorize the officers or agents of the Association to enter into contracts or to execute and deliver documents in the name of the and on behalf of the Association. Such authority shall be confined to specific instances. Such contracts may be for any purpose deemed by the board of directors to be appropriate, including the contracting with a third party for any or all management, operational, administrative, marketing, providing of member benefits and other services and functions necessary for the Association to achieve its purpose.

8.02 CHECKS, DRAFTS, AND OTHER SUCH ORDERS FOR PAYMENT. All checks, drafts, or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association shall be signed by such officer or officers, agent or agents, of the Association, and in such manner as shall from time to time be determined by duly adopted resolution of the board of directors. Such instruments shall be signed by the treasurer or an assistant treasurer and countersigned by the president or vice president or executive director of the Association, if any,

unless otherwise determined by duly adopted resolution of the board of directors. However, such responsibility may be assigned to a qualified third person or entity by written agreement.

8.03 DEPOSITS. All funds of the Association shall be deposited from time to time to the credit of the Association in such banks, trust companies, or other depositories as the board of directors may select.

8.04 GIFTS. The board of directors may accept on behalf of the Association any contributions, gifts, bequests, or devise for the general purpose or for any special purpose of the Association.

8.05 LOANS. The Association may, upon authorization of the board of directors, from time to time accept or negotiate loans of financial assistance to be repaid at such time as the Association is reasonably able to repay.

ARTICLE 9 **PARLIAMENTARY PROCEDURES**

Parliamentary procedure for all meetings of members, directors, and any committees shall be conducted in accordance with the latest revised edition of Robert's Rules of Order, unless otherwise inconsistent with these Bylaws or unless otherwise determined by the board of directors.

ARTICLE 10 **MEMBERSHIP CARDS**

10.01 MEMBERSHIP CARDS. The board of directors may provide for the issuance of membership cards evidencing membership in the Association which shall be in such form as may be determined by the Association. Such membership cards shall be issued by the Association.

10.02 ISSUANCE OF MEMBERSHIP CARDS. When a person becomes a member and has paid any initiation fee and dues that may then be required, a membership card may be issued in his or her name and delivered to the member by the Association under the terms and provisions of Section 10.01 of this Article, if the board of directors shall have provided for the issuance of membership cards.

ARTICLE 11 **BOOKS AND RECORDS**

11.01 BOOKS AND RECORDS. The Association shall keep complete and accurate books and records as required of a not-for-profit corporation organized under Texas Nonprofit Corporation Act, and shall also keep minutes of the proceedings of its members, board of directors and directoral committees having any of the authority of the board of directors. Further, the Association shall keep at its administrative or principal office a record of the names and addresses of all of its members. The books and records of the Association may be inspected by any member, or his agent or attorney, for any proper purpose at any reasonable time upon appropriate notice to the secretary of the Association. However, since the membership information of the Association is a valuable and proprietary asset of the Association, such information may not be shown, disclosed, given, sold to, or be copied by, any member or his agent or attorney, or any other person or entity.

11.02 AUDIT. The Association, if so determined by the board of directors, may be audited annually by certified public accountants selected by the board of directors.

ARTICLE 12

DUES

12.01 **INITIATION FEE.** Each member may be required to pay, in addition to applicable dues, the amount of any initiation fee designated by the board of directors as a prerequisite to membership.

12.02 **DUES.** The board of directors may determine from time to time the amount of the dues payable to the Association by members and the manner in which such dues may be payable.

12.03 **PAYMENT OF DUES.** Association dues shall be payable in advance on a (1) annual basis; (2) quarterly; (3) on a monthly basis; or (4) as determined by the board of directors.

ARTICLE 13

FISCAL YEAR

The fiscal year of the Association shall begin the first day of January and end of the last day of December in each year, unless otherwise determined by the board of directors.

ARTICLE 14

SEAL

The board of directors may provide for a corporate seal which shall be in the form of a circle and shall have inscribed thereon the name of the corporation and the words "Corporate Seal, State of Texas," or words of similar import.

ARTICLE 15

WAIVER OF NOTICE

Whenever any notice is required to be given under the provisions of Texas Nonprofit Corporation Act, or under the provisions of the Articles of Incorporation or the Bylaws of the Association, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

ARTICLE 16

CONSENT

Any action required by law or under the Articles of Incorporation of this Association or these Bylaws, or any action which otherwise may be taken at a meeting of the members, board of directors or any committees may be taken without a meeting if consent in writing setting forth the action so taken is signed by all of the persons entitled to vote with respect to the subject matter of such consent, unless a different number of persons must sign as specifically set forth in these Bylaws. Such consent shall have the same force and effect as a unanimous vote.

ARTICLE 17

DIVIDENDS

No dividend shall be paid. The Association may, however, pay compensation in a reasonable amount to members, directors, officers, or its agents for services rendered.

ARTICLE 18

CONFLICTS OF INTEREST

No contract or other transaction between the Association and any of its directors, officers or members (or any corporation or firm in which any of them are directly or indirectly interested) shall be invalid solely because of this relationship or because of the presence of such director, officer or member at the meeting authorizing such contract or transaction, or the participation in such meeting or authorization, if (1) the material facts of the relationship or interest of each director, officer or member are known or disclosed to the board of directors and it nevertheless authorizes or ratifies the contract or transaction by a majority of the directors present, each such interested director to be counted in determining whether a quorum is present, but not in calculating the majority necessary to carry the vote; and (2) the contract or transaction is fair to the Association as of the time it is authorized or ratified by the board of directors. This provision shall be construed to invalidate a contract or transaction which would be valid in the absence of the provision.

ARTICLE 19

INDEMNIFICATION

19.01 **INDEMNIFICATION.** The Association shall defend any action or suit brought against a Director alleging a Wrongful Act, even if such action or suit is groundless, false or fraudulent; but the Director shall not admit liability for or settle any claim or incur any cost or expense without the written consent of the Association, and the Association shall have the right to make such investigation and conduct negotiations and, with the written consent of the Director, enter into such settlement or compromise of any claim or suit as the Association deems expedient. If the Director refuses to consent to any settlement recommended by the Association, the Director shall thereafter at his own expense negotiate or defend such claim or suit independently of the Association and the liability of the Association shall not exceed the amount for which the claim could have been settled plus the costs and expenses incurred with the Association's consent up to the date of such refusal. The Association shall pay all reasonable expenses incurred by the Director at the Association's request.

19.02 **DEFINITIONS.** “**Director**” means a member of the board of directors of the Association and shall include any present or future director, officer, employee, or committee member of the Association while acting within the scope of his duties as such. Director shall also include any other member of the Association while acting at the direction of any officer or the board of directors of the Association on behalf of the Association.

“**Wrongful Act**” means any actual alleged negligent act, breach of duty, error, omission, misstatement or misleading statement; or, infringement of copyright or trademark, or unauthorized use of title; or plagiarism, piracy or misappropriation of ideas; or, the publication or utterance of libel, slander or other defamatory or disparaging material or remark; or invasion or infringement of the right of privacy; or to any claim involving allegations of fraud, dishonesty, antitrust violations, price fixing, restraint of trade, or criminal or malicious acts or omissions.

“**Damages**” means any amount that the Director shall be legally required to pay because of judgments rendered against the Director, or for settlements negotiated with the written consent of the Association.

19.03 **EXCLUSIONS.** No indemnification by the Association shall apply to any claim arising out of bodily injury to, or sickness, disease or death of any person, or damage to or destruction of any property including the loss of use thereof; any claim arising out of breach of fiduciary duty,

responsibility or obligation in connection with an employee benefit or pension plan; any cross-claim or counterclaim brought by one director against another Director; any claim arising out of failure to effect or maintain any insurance or bond; any claim arising out of acts of a knowingly discriminatory nature; any Wrongful Act committed by a Director prior to the Director taking office; any claim arising out of a violation of the responsibilities, obligations or duties imposed by the Federal Election Campaign Act of 1971, Chapters 95 and 96 of the Internal Revenue Code of 1954, or amendments thereto or similar statutory law of the United States of America or any state or jurisdiction therein.

19.04 NOTICE TO ASSOCIATION. The Director shall, as a condition precedent to indemnification hereunder, give written notice to the Association as soon as practicable of any claim made against the Director. The Director shall promptly forward to the Association any demand, notice or summons received by the Director. Notice given by or on behalf of the Director to any authorized representative of the Association, with particulars sufficient to identify the Director, shall be deemed notice to the Association.

19.05 JURISDICTION. The indemnification hereunder only applies to Wrongful Acts committed by and suits brought against the director in the United States of America, its territories or possessions, or Canada.

19.06 NOTICE. All notices of claims, applications, demands or requests provided for herein shall be in writing and addressed to the Association's Administrative Offices, 3801 Hulen Street, Suite 100, Fort Worth, Texas 76107.

19.07 COOPERATION. The Director shall cooperate with the Association and, upon the Association's request, assist in making settlements and in the conduct of suits. The Director shall attend hearings, trials and depositions and shall assist in securing and giving evidence and obtaining the attendance of witnesses. The Director shall not, except at his own cost, voluntarily make any payment, assume any obligation or incur any expense.

19.08 LIABILITY. No action shall lie against the Association unless, as a condition precedent thereto, the Director shall have fully complied with all the terms, provisions and conditions of this entire Article 19 nor until the amount of the Director's obligation to pay shall have been finally determined either by judgment against the Director after actual trial or by written agreement of the Director and the claimant subject to the prior written consent of the Association. Any person or organization or the legal representative thereof who has secured such judgment or written agreement shall thereafter be entitled to recover against the Association. No person or organization shall have any right to join the Association as a party to any action against the Director to determine the Director's liability, nor shall the Association be impleaded by the Director or his legal representative.

19.09 SUBROGATION. In the event of any payment under this Article 19, the Association shall be subrogated to all the Director's rights of recovery therefor against any person or organization, and the Director shall execute and deliver all instruments and papers and do whatever else is necessary to secure such rights. Any amount recovered in excess of the Association's total payment shall be restored to the Director, less the cost to the Association of recovery. This indemnification as provided shall apply only as excess over any valid and collectible insurance the Director may have.

ARTICLE 20 **INSURANCE**

The Association may purchase and maintain on behalf of a Director, professional liability insurance, or similar type of insurance coverage, against liabilities asserted against a Director and incurred by a

Director serving in such capacity, or arising out of the Director's status as such a person. Without limiting the power of the Association to procure or maintain such insurance, the Association, for the benefit of Directors may: (i) create a trust fund; (ii) establish any form of self-insurance; (iii) secure its indemnity obligation by grant of a security interest or other lien on the assets of the Association; or (iv) establish a letter of credit, guaranty, or surety arrangement. For this limited purposes, any liability indemnification arrangement, other than coverage through an insurance carrier, is not considered to be the business of insurance under the Insurance Code, or any other law of Texas. In the absence of fraud, the judgment of the board of directors as to the terms and conditions of the insurance or other arrangement and the identity of the insurer or other person participating in an arrangement is conclusive, and the insurance or arrangement is not voidable and does not subject the directors approving the insurance or arrangement to liability, on any ground, regardless of whether directors participating in the approval are beneficiaries of the insurance or arrangement.

ARTICLE 21

AMENDMENT TO ARTICLES OF INCORPORATION

The Articles of Incorporation of the Association may only be amended by at least two-thirds (2/3) vote of the members present or represented by proxy at a meeting called for such purpose, provided prior written notice is given as set forth in Section 4.05 above.

ARTICLE 22

SURETY BONDS

Such officers and agents of the Association (if any) as the president, the board of directors, or the executive committee may direct, from time to time, that they be bonded for the faithful performance of their duties and for the restoration to the corporation, in case of their death, resignation, retirement, disqualification or removal from office, of all books, papers, vouchers, money and other property of whatever kind in their possession or under their control belonging to the corporation, in such amounts and by such surety companies as the president, the board of directors or the executive committee may determine. The premiums on such bonds shall be paid by the Association, and the bonds so furnished shall be in the custody of the secretary.

ARTICLE 23

AMENDMENT OF BYLAWS

These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority vote of the quorum of the board of directors at any annual or special meeting of the board of directors.

ARTICLE 24

CONSTRUCTION

Whenever the context so requires, the masculine gender shall include the feminine and neuter genders, and the singular shall include the plural, and conversely. If any portion of these Bylaws shall be invalid or inoperative, then, so far as is reasonable and possible the remainder of these Bylaws shall be considered valid and operative and effect shall be given the intent manifested by the portion held invalid or inoperative.

ARTICLE 25

CAPTIONS

The captions and Table of Contents used in these Bylaws have been inserted for convenience and ready reference only and do not constitute matter to be construed in interpretation.

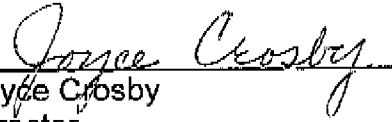
ARTICLE 26
RELATION TO ARTICLES OF INCORPORATION

These Bylaws are subject to, and governed by, the Articles of Incorporation, and any amendments thereto.


ARTICLE 27
EFFECTIVE DATE OF AMENDED BYLAWS

The effective date of these Bylaws is May 1, 2004 as duly adopted by resolution of the Board of Directors of the Association on May 1, 2004.


APPROVED AND ADOPTED by the Board of Directors of the Association on May 1, 2004




Joyce Crosby
Director



Kenneth Fabregas
Director



George R. Katosic
Director



Michelle Purvis
Director



Overview of Purpose

NationalWay is a not-for-profit member association with thousands of members throughout the United States. The Association's purpose is to educate and inform its members with the latest and most up-to-date changes and information concerning the health and wellness of American workers and their families.

One of NationalWay's concerns is the growing number of uninsured Americans in the workplace and the many millions of self employed and 1099 workers that are uninsured and uninformed as to the many options available to them. Research shown on our website assists members in identifying program benefits that they may currently qualify for and are not informed. The research includes private and government organizations and programs that may assist our members in reduced cost or sometimes free services and assistance.

NationalWay consists of General Memberships programs, which include paid memberships that include access to lifestyle benefits. An example would be access to physical fitness facilities at a reduced cost or a travel protection benefit. Some programs may offer discounts to health related services such as vision or dental services. These benefits are not insurance, but our members over the years have reported satisfaction with the saving they receive which directly benefit their quality of life.

NationalWay also includes Trade Associations Memberships that are made available for those who have a commonality of purpose or interest. These Trade Association Memberships are available for employee groups and their families, independent contractors or sole proprietors that share a common working interest with specific needs for information and services that relate to their industry. An example would be the NationalWay Communications Trade Association. These Trade Associations represent industries that are the backbone of American Society. One of NationalWay's goals is to identify specific needs of these groups and to provide essential education, information and services for their industry. Trade Association classification of membership is directly tailored to the individuals that fall within the guidelines of their trade or industry. Membership dues apply to these classifications of membership and may include enhanced benefits and services available to all members of that classification.

NationalWay has a mission to keep our members updated on the many changes in national health care legislation and how these changes can affect the business owner, employees, individuals and families. NationalWay's extensive membership involves members throughout the United States with every race, gender, income level and age. When individuals enroll as a new General member, they are provided, at no additional cost per use, a unique health and wellness website, designed by doctors and medical specialist and a discount prescription card. The total sum of individuals and their families, participating in this Rx discount benefit, have saved \$ 3,738,701.58 in a recent 15 months span alone.

NationalWay has shown community involvement by sponsoring "wellness fairs" as well as providing tools to assist community members in controlling the quality and cost of health. America desperately needs new and innovative approaches to the health care crisis facing millions of Americans today. NationalWay addresses this growing issue by providing education and information regarding today's health trends.

The association has approved over 84,000 memberships nationally that include no insurance benefits but do include access to a self health management and education website at no additional cost per usage. These members also take advantage and utilize a prescription discount program, which has saved our membership population several million dollars each year. The majority of these memberships were issued at no cost to the member. Over the last two years the association has serviced over 7,900 memberships whose classification level does include some form of group association insurance benefit.

State:	Arkansas	Filing Company:	Wesco Insurance Company
TOI/Sub-TOI:	H21 Health - Other/H21.000 Health - Other		
Product Name:	Single Case Association Filing - NW		
Project Name/Number:	NW Single-Case LB Association Filing/AH990017 - NW		

Superseded Schedule Items

Please note that all items on the following pages are items, which have been replaced by a newer version. The newest version is located with the appropriate schedule on previous pages. These items are in date order with most recent first.

Creation Date	Schedule Item Status	Schedule	Schedule Item Name	Replacement Creation Date	Attached Document(s)
10/10/2012	Replaced 10/26/2012	Form	Limited Benefits Certificate	10/24/2012	WIC-AH-AD-CERT(0312) NW.pdf (Superceded)

**Underwritten by Wesco Insurance Company
59 Maiden Lane
New York City, NY 10038**

Policyholder: *NationalWay (NW)*

Policy Number: *NW1234567*

We have issued a Policy to the Policyholder named above for the benefit of [members][employees] of the Policyholder. The provisions of the Policy that are important to You are summarized in this Certificate; consisting of this Certificate and any additional forms which have been made a part of this Certificate. This Certificate replaces all certificates which may have been given to You earlier for the Policy. The Policy alone is the only contract under which payment will be made. Any difference between the Policy and this Certificate will be settled according to the provisions of the Policy.

Table of Contents
Definitions
Insured Person Period of Coverage
[Insured Dependent Period of Coverage]
Premiums
General Exclusions
Benefits
Claims

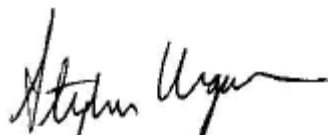
Group Limited Benefits Certificate of Coverage

THIS CERTIFICATE PROVIDES COVERAGE FOR LOSSES DUE TO ACCIDENTS. IT ALSO PROVIDES A LIMITED SICKNESS BENEFIT. IT IS, THEREFORE, IMPORTANT TO READ THIS CERTIFICATE CAREFULLY.

Signed for Wesco Insurance Company



President



Secretary

GENERAL DEFINITIONS

Accident or Accidental means a sudden, unexpected, specific and abrupt event that occurs at an identifiable time and place while the Policy is in force with respect to the Covered Person.

[Active Work and Actively at Work – The eligible employee is performing all of the usual and customary duties of his or her or her job on a full-time basis for the Policyholder, as defined in the Certificate Schedule. This must be done at the Policyholder's customary place of employment or business, or at some location to which the employment requires the person to travel.]

Certificate Year: For the first year is the period of time that begins on the Covered Person's Effective Date and ends on the day before the next following anniversary date. For subsequent years, it is the period of time that begins on the first and each subsequent anniversary and ends on the day before the next anniversary.

Covered Accident means an Accident those results in a Covered Loss.

Covered Loss means a loss which meets the requisites of one or more benefits or additional benefits, results from an Injury, and for which benefits are payable under this Policy.

Covered Person means You [or Your Eligible Dependent] while covered under the Policy.

[Confined and Confinement mean:

- a) being admitted to a Hospital for receiving inpatient hospital services; and
- b) the patient is charged for at least one day's room and board by the hospital each time he or she is admitted.

A period of Confinement consists of consecutive days of Confinement following the date the Covered Person is admitted as an inpatient. The last calendar day of a period of Confinement is not counted as a day of Confinement unless a charge is made for the last day.]

Doctor: A person who is:

1. Licensed as a provider of medical services by the state in which the provider practices.
2. Acting within the scope of their license.
3. Not one of the following:
 - A person who ordinarily resides in Your household
 - A member of Your immediate family
 - The Policyholder.

[Domestic Partner: An individual in a relationship with You that satisfies the following criteria:

1. For at least [six] consecutive months prior to Your Domestic Partner's Effective Date of Insurance, You and Your Domestic Partner, [have had a declaration of domestic partnership on file with a state or local government Domestic Partner Registry] [are and have been each other's sole Domestic Partner and have maintained the same principal place of residence]; and
2. Your Domestic Partner is at least 18 years of age; and
3. You and Your Domestic Partner are not married or related by blood; and
4. You and Your Domestic Partner are jointly responsible for each other's welfare and financial obligations; and
5. [You and Your Domestic Partner have filed a Domestic Partner affidavit with Us; and]
6. You and Your Domestic Partner are not legally married to anyone else.]

[Hospital means an institution which:

1. operates pursuant to law;
2. primarily and continuously provides medical care and treatment of sick and injured persons on an inpatient basis;
3. operates facilities for medical and surgical diagnosis and treatment by or under the supervision of a staff of legally qualified physicians; and
4. provides 24 hour a day nursing service by or under the supervision of registered graduate nurses (R.N.).

Hospital does not mean any institution or part thereof which is used primarily as:

1. a nursing home, convalescent home, or skilled nursing facility;
2. a place for drug addicts or alcoholics; or
3. a place for rest, custodial care, or for the aged.]

Immediate Family Member means a Covered Person's parent, step-parent, spouse, child, step-child, brother or sister.

Injury means bodily injury resulting directly from Accident and independently of all other causes which occurs while the Covered Person is covered under the Policy. Loss resulting from:

1. sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
 2. medical or surgical treatment of a sickness or disease;
- is not considered as resulting from Injury.

We, Us or Our means the insurance company named on the face page.

Written Request means any form provided by Us for the particular request.

You, Your or Insured Person means an Eligible Person while he or she is covered under the Policy.

INSURED PERSONS PERIOD OF COVERAGE

Effective Date: Subject to payment of any premium due, if You give Us a Written Request, Your coverage becomes effective on the later of:

1. the Policy Effective Date; or
2. The date You meet all the eligibility and enrollment requirements, subject to payment of premium when due.

[You must be Actively At Work on the date Your insurance becomes effective. (If the date that insurance was to go into effect is not a normally scheduled work day for You, You must have been Actively at Work on the last scheduled work day prior to the date insurance becomes effective under the Policy). If You are not so Actively at Work, Your insurance will be deferred until the date You are Actively at Work.]

Termination: Your coverage terminates on the earlier of:

1. the date the Policy is terminated; or
2. the Premium Due Date on or next following the date You:
 - a) cease to be an Eligible Person;
 - b) attain the Policy Age Limit, if any, shown in the Schedule of Benefits; or
 - c) fail to pay any required premium, subject to the Grace Period provision.

Request For Change In Coverage: If You give Us a Written Request for a change in Your coverage, and if You:

- a) are not eligible for the coverage requested, the change will not become effective;
- b) are eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

[INSURED DEPENDENTS PERIOD OF COVERAGE

You are insured with Dependents Coverage if it is indicated on Your Schedule.

Eligibility: Eligible Dependents are defined below. In any event, You, the Insured Person, are not an Eligible Dependent.

Eligible Dependents:

1. **Spouse** means Your spouse [or Domestic Partner] unless:

- a) You and Your spouse are legally separated or divorced [the domestic partnership is dissolved]; or
- b) He or she has attained the Policy Age Limit, if any, shown in the Schedule.

2. **Child** or **Children** means Your unmarried child, stepchild, legally adopted child, or foster child:

- a) who is less than age [19] and primarily dependent on You for support and maintenance; or
- b) who is at least age [19] but less than age [24] who:
 - 1) regularly attends an institution of learning; and
 - 2) is primarily dependent on You for support and maintenance.

Effective Date: Subject to payment of the premium due, each Eligible Dependent will become covered under the Policy on the later of:

1. the date You become an Insured Person;
2. the first day of the month on or next following the date We receive Your Written Request for coverage of Dependents; or
3. the date the person qualifies as an Eligible Dependent.

Termination: Coverage of each Eligible Dependent terminates on the Premium Due Date on or next following the earlier of:

1. the date You cease to be an Insured Person; or
2. the date he or she ceases to qualify as an Eligible Dependent.

However, if dependent's coverage would terminate because of Your death, coverage will continue until the premium due date on or next following Your death unless continued in accordance with the Surviving Spouse Continuation provision.

[Surviving Spouse Continuation: If You die while Your Spouse is covered under the Policy, Your Surviving Spouse may continue:

1. his or her coverage; and
2. coverage of Your dependent children who were covered by the Policy on the date of Your death.

We must receive a request and the required premium to continue the coverage within 31 days of the Premium Due Date next following the date of Your death.

Solely for the purpose of continuing the coverage, the Spouse will be considered the Insured Person.

However, this will not continue the spouse's or any dependent children's coverage beyond:

1. a date the coverage would normally cease under the Dependent Termination Provision; or
2. the premium due date next following the date the Spouse remarries.]

Request For Change In Coverage: If You give Us a Written Request for a change in the coverage of Your Eligible Dependents, and if he or she:

1. is not eligible for the coverage requested, it will not become effective; or
2. is eligible for the coverage requested, the change will become effective on the first day of the month on or next following the date We receive the request.

[Incapacitated Child: Coverage of a child who, on the date he or she reaches age [19] or [24], is:

1. covered under the Policy;
2. mentally or physically incapable of earning his or her own living; and
3. unmarried and primarily dependent on You for support and maintenance;

will not terminate solely due to age.

However, You must give Us written notice of the incapacity within 31 days of the termination date.

Coverage will continue as long as:

1. the incapacity continues; and
2. the required premium is paid.

We may, from time to time, require proof of continued incapacity and dependency. After the first two years, We cannot require proof more than once each year.]

PREMIUMS

The first premium for each Covered Person is due on the date You enroll Yourself and any eligible Dependents under the Policy. Each premium after the initial premium is due at the end of the period for which Your preceding premium was paid. [We will send you a bill for the premium due in advance of the due date.] See the Schedule of Benefits for the Frequency of Premium payment.

Individual Grace Period: After the first premium has been paid, You will have a 31 day grace period following the date Your next premium is due. If Your premium has not been received by Us before the 31 day grace period, Your coverage under the Policy will terminate in accordance with the Termination Provision.

GENERAL EXCLUSIONS

The Policy does not cover any loss resulting from:

1. intentionally self-inflicted Injury, suicide or attempted suicide, whether sane or insane;
2. war or act of war, whether declared or undeclared;
3. Injury sustained while full-time in the armed forces of any country or international authority;
4. [travel or flight in any aircraft except as a fare-paying passenger on a regularly scheduled charter or commercial flight.]
5. Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
6. Injury sustained while committing or attempting to commit a felony.

BENEFITS

[ACCIDENTAL DEATH AND DISMEMBERMENT BENEFITS

If Injury to the Covered Person results, within 365 days of the date of a Covered Accident, in any one of the losses shown below, We will pay the benefit amount shown below for that Covered Loss. The Principal Sum is shown in the attached Schedule of Benefits. If multiple losses occur, only one benefit amount, the largest, will be paid for all losses due to the same Covered Accident.

For Loss of :	The Policy Pays:
Life	The Principal Sum
[One Hand and One Foot	The Principal Sum]
[Both Hands or Both Feet or Sight of Both Eyes	The Principal Sum]
[Speech and Hearing	The Principal Sum]
[Either Hand or Foot and Sight of One Eye	The Principal Sum]
[Either Hand or Foot .	One-Half The Principal Sum]
[Sight of One Eye	One-Half The Principal Sum]
[Speech or Hearing	One-Half The Principal Sum]
[Thumb and Index Finger of Either Hand	One-Quarter The Principal Sum]

Loss means with regard to:

1. hands and feet, actual severance through or above wrist or ankle joints;
2. sight, speech or hearing, entire and irrecoverable loss thereof;
3. thumb and index finger, actual severance through or above the metacarpophalangeal joints.

Covered Dependents: We will pay percentage of Your Principal Sum as described in the Schedule of Benefits.]

[IN HOSPITAL INDEMNITY CASH

We will pay the Hospital Confinement Benefit shown in the Schedule of Benefits if a Covered Person is Hospital Confined and all of the following conditions are met.

1. The Hospital stay is the direct result, from no other causes, of Injuries sustained in a Covered Accident.
2. The Hospital stay begins within 7 days of a Covered Accident and lasts for the Time Period for Confinement shown in the Schedule of Benefits. We will pay this benefit retroactive to the first day of the Hospital stay.

Benefit payments will end on the first of the following dates:

1. the date the Hospital stay ends; or
2. the date the Covered Person dies; or
3. the date the Maximum Benefit Period for this benefit ends;
4. the date insurance under the Policy ends.]

[NON-OCCUPATIONAL WEEKLY ACCIDENTAL INCOME BENEFIT

We will pay the Benefit shown in the Schedule of Benefits (less Reductions and Other Income Benefits) if a Covered Person is Totally Disabled as a direct result of, and from no other cause but, a Covered Accident. Benefits will begin when:

1. the applicable Benefit Waiting Period shown in the Schedule of Benefits for this benefit is satisfied; and
2. the Covered Person provides satisfactory proof of Total Disability to Us.

Benefit Payments will end on the first of the following dates:

1. the date the Covered Person dies; or
2. the date the Covered Person is no longer Totally Disabled; or
3. the date the Maximum Benefit Period for this benefit ends; or
4. the date the Covered Person fails to submit satisfactory proof of continuing Total Disability.

Benefits are based on a week of seven days. If Your Benefits are due for a partial week, they will accumulate on a daily basis at a rate of one-seventh of Your weekly rate.

Reduction of Benefits Due to Other Sources of

Income: Your Disability benefit amount will be reduced as much as is necessary to keep the total of the amount payable plus all of Your income from other sources from being more than 70% of Your gross average weekly earnings from all salaries, wages, commissions, bonuses, and other direct regular income.

Exclusion:

In addition to the GENERAL EXCLUSIONS section in this Certificate, We will not provide benefits for a Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation, Employer Liability Law, or other similar law.

[This benefit is not available to Covered Dependent Children.]

In addition to the definitions in the GENERAL DEFINITIONS section, the following definition applies to this benefit:

Total Disability or Totally Disabled means, due to an Injury from a Covered Accident, a Covered Person:

1. if employed, cannot do any work for which he or she is, or may become, qualified by reason of education, experience or training; and
2. if not employed, cannot perform the normal and customary activities of a healthy person of like age and sex.]

[EXCESS ACCIDENT MEDICAL EXPENSE BENEFITS

After a Covered Person has satisfied the Deductible and subject to the Coinsurance amount shown in the Schedule of Benefits, We will pay Excess Accident Medical Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. Benefits are payable up to the Benefit Maximum Amount shown in the Schedule of Benefits.

Excess Accident Medical Expense Benefits are only payable:

1. for Usual and Customary Charges incurred after the Deductible has been met;
2. for those Medically Necessary Covered Expenses that the Covered Person receives;
3. the first treatment or service occurs within 90 days of the **Covered Injury**; and
4. the medical expenses are incurred within 52 weeks of the **Covered Injury**.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges.

Covered Medical Expenses when Medically Necessary are:

1. Hospital room and board expenses: the daily room rate when a Covered Person is Hospital confined and general nursing care is provided and charged for by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted but not the date of discharge.

2. Ancillary Hospital expenses: services and supplies including operating room, laboratory tests, anesthesia and medicines (excluding take home drugs) when Hospital Confined.
3. Medical emergency care (room and supplies) expenses: incurred within 72 hours of an Accident and including the attending Doctor's charges, X-rays, laboratory procedures, use of the emergency room and supplies.
4. Outpatient surgical room and supply expenses for use of the surgical facility.
5. Outpatient diagnostic X-rays, laboratory procedures and tests.
6. Doctor non-surgical treatment/examination expenses (excluding medicines) including the Doctor's initial visit, each necessary follow-up visit and consultation visits when referred by the attending Doctor.
7. Doctor's surgical expenses.
8. Assistant surgeon expenses when Medically Necessary.
9. Anesthesiologist expenses for pre-operative screening and administration of anesthesia during a surgical procedure whether on an inpatient or outpatient basis.
10. Outpatient laboratory test expenses
11. Physiotherapy (physical medicine) expenses on an inpatient or outpatient basis limited to one visit per day; expenses include treatment and office visits connected with such treatment when prescribed by a Doctor, including diathermy, ultrasonic, whirlpool, or heat treatments, adjustments, manipulation, message or any form of physical therapy.
12. X-ray expenses (including reading charges) but not for dental X-rays
13. Diagnostic Imaging Expenses: including Magnetic Resonance Imaging (MRI) and CAT Scan.
14. Dental Expenses including x-rays for the repair or treatment of each injured tooth that is whole sound and a natural tooth at the time of the Accident.
15. Ambulance expenses for transportation from the emergency site to the Hospital.
16. Rehabilitative braces or appliances prescribed by a Doctor. It must be durable medical equipment that 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury. No benefits will be paid for rental charges in excess of the purchase price.
17. Prescription drug expenses (for injuries only) prescribed by a Doctor and administered on an outpatient basis.
18. Medical equipment rental expenses for a wheelchair or other medical equipment that has therapeutic value for a Covered Person. We will not cover computers, motor vehicles or modifications to a motor vehicle, ramps and installation costs, eyeglasses and hearing aids.
19. Medical services and supplies: expenses for blood and blood transfusions; oxygen and its administration.

Exclusions:

In addition to the GENERAL EXCLUSIONS section in this Certificate, We will not cover expenses under this additional benefit for:

1. Cosmetic, plastic or restorative surgery unless Medically Necessary for the treatment of the Covered Injury.
2. Any medical expenses related to pregnancy unless Medically Necessary for the treatment of the Covered Injury.
3. Covered Injury for which the Covered Person is entitled to benefits under Workers Compensation Benefits, Employer Liability Law, or other similar law.
4. Travel outside of the United States of America.
5. Personal comfort or convenience items, such as but not limited to Hospital telephone charges, television rental, or guest meals.
6. Treatment by an Immediate Family Member.
7. [Expenses incurred for dental care, treatment, repair or replacement of sound natural teeth unless Medically Necessary for the treatment of the Covered Injury.]
8. Expenses incurred for eye examinations, eye glasses, contact lenses or hearing aids or the fitting, repair or replacement of these items unless Medically Necessary for the treatment of the Covered Injury.
9. [A hernia.]
10. Routine physical examinations and related medical services [,][or] [elective treatment or surgery] [,][or] [Experimental/Investigational treatments or procedures].
11. [A Medical Repatriation.]
12. [Expenses incurred for psychological or psychiatric counseling of any kind or any expense for treatment of mental or nervous diseases or disorders.]
13. Expenses which the Covered Person is not legally obligated to pay.
14. [Expenses for Custodial Services or services provided by a private duty nurse unless such expenses are incurred as a result of a Covered Injury.]
15. [Expenses related to the repair or replacement of existing artificial limbs, eyes, or other prosthetic appliances, or rental of existing medical equipment unless for the purpose of modifying the item because the Covered Injury has

caused further impairment in the underlying bodily condition.]

16. [Treatment involving conditions caused by repetitive motion injuries or cumulative trauma and not a result of a Covered Injury.]
17. [being legally intoxicated while operating a motor vehicle.
 - a. A Covered Person will be conclusively presumed to be legally intoxicated if the level of alcohol in his or her blood exceeds the amount at which a person is presumed intoxicated under the law of the locale wherein the Accident occurred.
 - b. An autopsy report from a licensed medical examiner, law enforcement officer reports, or other similar items will be considered proof of the Covered Person's legal intoxication.
18. [Voluntary use of any controlled substance as defined in Title II of the Comprehensive Drug Abuse Prevention and Control Act of 1970, as now or hereafter amended, unless prescribed by a Physician for the Covered Person. (Accidental ingestion of a poisonous food substance or consumption of a controlled drug is not excluded.)].

In addition to the definitions in the GENERAL DEFINITIONS section, the following definitions apply to this benefit:

Coinurance means the percentage of Usual and Customary Charges for which the Covered Person is responsible for a covered service. The Coinsurance percentage is shown in the Schedule of Benefits.

Deductible means the amount of Covered Medical Expenses that must be paid in full by You each Certificate Year for each Covered Person before any benefits are payable by Us. The Deductible is shown on the Schedule of Benefits.

Experimental / Investigational means treatment, a device or prescription medication which is recommended by a Doctor, but is not considered by the medical community as a whole to be safe and effective for the condition for which the treatment, device or prescription medication is being used, including any treatment, procedure, facility, equipment, drugs, drug usage, devices, or supplies not recognized as accepted medical practice; and any of those items requiring federal or other governmental agency approval not received at the time services are rendered.

Medically Necessary means the services or supplies provided by a Hospital or Doctor that are required to identify or treat an Injury and which are:

1. consistent with the symptom or diagnosis and treatment of a Covered Person's Injury;
2. appropriate with regard to standards of good medical practice;
3. not solely for the convenience of a Covered Person, a Doctor or other provider; and
4. the most appropriate supply or level of service that can be safely provided to the Covered Person.

Usual and Customary Charges means fees and prices generally charged within the locality where performed for Medically Necessary services and supplies required for treatment of cases of comparable severity and nature.]

CLAIMS

Notice of Claim: The person who has the right to claim benefits (the claimant or beneficiary) must give Us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice should include Your name and the Policy number. Send it to Our administrative notice or give it to Our agent.

Claim Forms: When We receive the notice of claim, We will send forms to the claimant for giving Us proof of loss. The forms will be sent within 15 days after We receive the notice of claim.

If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

Proof of Loss: Proof of loss must be sent to Us in writing within 90 days after:

1. the end of a period of Our liability for periodic payment claims; or
2. the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year unless the claimant is legally incapacitated.

Time of Claim Payment: We will pay any daily, weekly or monthly benefit due:

1. on a monthly basis, after We receive the proof of loss, while the loss and liability continue; or
2. immediately after We receive the proof of loss following the end of Our liability.

We will pay any other benefit due immediately after We receive the proof of loss.

Payment of Claims: We will pay any benefit due for loss of life:

1. according to the beneficiary designation in effect under the Policy at the time of death; or
2. if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at time of death; otherwise
3. to Your estate.

All other benefits due and not assigned will be paid to You, if living. Otherwise, the benefits may, at Our option, be paid:

1. according to the beneficiary designation; or
2. to Your estate.

If a benefit due is payable to:

1. Your estate; or
2. You or a beneficiary who is either a minor or not competent to give a valid release for the payment;

We may pay up to \$1,000 of the benefit due to some other person.

The other person will be someone related to You or the beneficiary by blood or marriage who We believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

Appealing Denial of Claims: If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to You. The written decision will:

1. give the specific reason or reasons for denial;
2. make specific reference to the Policy provision on which the denial is based;
3. provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary; and
4. provide an explanation of the review procedure.

On any denied claim, You or Your representative may appeal to Us for a full and fair review. The claimant may:

1. request a review upon written application within 60 days of the receipt of claim denial;
2. review pertinent documents;
3. submit issues and comments in writing.

We will make a decision no more than 60 days after the receipt of the request for review, except in special circumstances (such as the need to hold a hearing), but in no case more than 120 days after We receive the request for review. The written decision will include specific reasons on which the decision is based.

Examination and Autopsy: While a claim is pending We have the right, at our expense:

1. to have the person who has a loss examined by a physician when and as often as We feel is necessary; and
2. to make an autopsy in case of death where it is not forbidden by law.

Legal Actions: You cannot take legal action against us:

1. before 60 days following the date proof of loss is sent to us;
2. after 6 years following the date proof of loss is due.

Naming a Beneficiary: You may name a beneficiary or change a revocably named beneficiary by giving Your Written Request to the Policyholder. Your request takes effect on the date You execute it, regardless of whether You are living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment We made in good faith before the Policyholder received Your request.

Assignment: We will recognize any assignment You make under the Policy, provided:

1. it is duly executed; and
2. a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

Time Limit on Certain Defenses: After two years from the date on which a person becomes covered under the Policy, no statements, except fraudulent misstatements made by the Insured Person in the enrollment for coverage shall be used to void the Policy or deny a claim.

Fraudulent Misstatement: If a Covered Person makes a fraudulent misstatement in the application for coverage under the Policy, We may reduce or deny any claim or void the coverage at any time.